



# Appendix U

Copy of WATRS RFP

## **APPENDIX U: COPY OF WATRS RFP**



## REQUEST FOR QUALIFICATION/QUOTATION (RFQQ)

Acquisition Title: **Telecommunications Relay Service  
RFQQ # 0434-159**

Summary of Expected Results: As a result of this RFQQ, DSHS will award a contract for the provision of telecommunications relay services for Washington State residents to a licensed telecommunications provider pursuant to RCW 43.20A.725 and applicable federal statutes and regulations governing telecommunications relay services.

Response Due Date: This solicitation is open through February 4, 2005. All responses, whether mailed or hand delivered, must be received at the following address by 4:00 p.m. Pacific Standard Time February 4, 2005.

**Faxed or electronically mailed responses will not be accepted.**

Submit Response to: Andrew Kramer, RFQQ Coordinator  
Department of Social & Health Services  
Administrative Services Division / Central Contract Services

Mailing Address:	Physical Address:
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Olympia, Washington 98504-5811	Lacey, Washington 98503

Telephone: (360) 664-6073  
FAX: (360) 664-6184  
Email [krameaw@dsht.wa.gov](mailto:krameaw@dsht.wa.gov)  
Reference: RFQQ – #0434-159

Vendor Eligibility: This solicitation is open to those individuals or organizations that satisfy the qualifications stated herein. See the section of this RFQQ entitled **Minimum Qualifications**.

Special Notes: Vendors are responsible to access the RFQQ document through the DSHS procurement web site <http://www1.dshs.wa.gov/msa/ccs/index.htm> and are responsible for checking the same site for any future notifications, addenda etc. It is important that any and all vendors who wish to participate are able to communicate with the RFQQ Coordinator via e-mail. The RFQQ Coordinator is the sole point of contact for this procurement. All communication between the Vendor and the State regarding this RFQQ shall be with the RFQQ Coordinator, via the e-mail address listed above. Please contact the RFQQ Coordinator if you have any questions or concerns. Any other communication will be considered unofficial and non-binding. Vendors are to rely on written statements issued by the RFQQ Coordinator. Communications directed to parties other than the RFQQ Coordinator will have no legal bearing on this RFQQ.

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## INTRODUCTION

The state of Washington, Department of Social & Health Services, hereafter called "AGENCY," is initiating this Request for Qualification/Quotation (RFQQ) to solicit proposals from firms capable of providing Washington residents who are deaf, hard of hearing, deaf-blind, and/or speech-impaired with access to and use of the public switched telephone network. Therefore, it is the primary objective of this solicitation to award to a qualified telecommunications service provider a contract to continue providing an unrestricted, statewide, fully functional, state-of-the-art, Telecommunications Relay Service (TRS). The TRS Vendor must provide a functionally equivalent, comparable level of transmission quality and access that standard telephone service provides to a person without hearing loss or speech disability.

The requirements outlined in the RFQQ are based on the certification requirements of the Federal Communication Commission under the Americans with Disabilities Act, the Washington State Senate Substitute Bill 6377, and the recommendations of the 1991 Washington State TTY Task Force. In addition to soliciting a service and price proposal for Functional Area One from firms eligible to submit proposals, the AGENCY desires to be in position to considering the purchase of system enhancements at its sole discretion and accordingly is seeking proposals for pursuant to Functional Areas Two, Three, and Four (Video Relay Services, Captioned Telephone with VCO, and an In-State Call Center, respectively) and desires to know the individual costs associated with those system enhancements.

The contract will be administered by the Office of the Deaf and Hard of Hearing pursuant to delegated authority.

### 1.1 SCOPE AND BACKGROUND

The scope and intent of the relay system implemented and managed by the Vendor shall be to provide users with access to and use of a telephone network in a manner that is functionally equivalent to that provided to and utilized by those who are not have a hearing loss or speech disability. Accordingly, the Washington Telecommunications Relay Service (WATRS) shall be designed to enable persons with a hearing or speech impairment utilizing an appropriate assistive telecommunication device, such as a TTY, telebraille, computer terminal, or VCO capable phone, to place telephone calls to standard telephone users (and vice versa) by using the telephone communications relay assistance of a Communications Assistant (CA) at all times.

### 1.2 RFQQ COORDINATOR

Upon release of this Request for Qualification/Quotation (RFQQ), all Vendor communications concerning this RFQQ must be directed to the RFQQ Coordinator listed on the cover page of this RFQQ. The RFQQ Coordinator is the sole point of contact in the AGENCY for this procurement.

Contact the RFQQ Coordinator by email (mandatory) if you have any questions or concerns related to any portion of this RFQQ. Any other communication will be considered unofficial and non-binding on the AGENCY. Vendors are to rely on written statements issued by the RFQQ Coordinator. Communication directed to parties other than the RFQQ Coordinator will have no legal bearing on this RFQQ and may result in disqualification of the Vendor.



### 1.3 PROCUREMENT SCHEDULE

The dates listed below are dates of the activities related to this Request for Qualification/Quotation (RFQQ). In the event the AGENCY find it necessary to significantly change any of these dates and times, it will be done by issuing an amendment to this RFQQ.

<b>Date</b>	<b>ESTIMATED SCHEDULE OF EVENTS Event</b>
December 14, 2004	Issue RFQQ - available for download from AGENCY Internet site
<b>January 3, 2005</b>	<b>Letter of Intent Due (by 4:P.M.)</b>
January 3, 2005	Written Questions on RFQQ due
January 10, 2005	Issue Responses to Written Questions to RFQQ (if applicable)
January 14, 2005	Follow-up Written Questions on RFQQ due
January 21, 2005	Issue Responses to Follow-up Written Questions to RFQQ (if applicable)
<b>February 4, 2005</b>	<b>Vendor Proposals Due (by 4:00 P.M.)</b>
February 7 - 18, 2005	Conduct Evaluations
February 24, 2005	Announce of Apparent Successful Vendor (ASV) and send via fax "Notification of Unsuccessful Vendor" letters
February 25, 2005	Begin Contract Negotiations
March 1 - 4, 2005	Debriefing of Vendors (Optional to Vendors)
March 18, 2005	Signed Contracts due back from ASV
June 27, 2005	Begin work

### 1.4 LETTER OF INTENT (MR)

Vendors interested in submitting a proposal are first required to submit a Letter of Intent to the RFQQ Coordinator before the deadline established in this RFQQ.

Specific questions concerning this RFQQ should be submitted to the RFQQ Coordinator in writing and delivered by mail, fax or e-mail before the deadline established in this RFQQ. A copy of the questions and answers will be sent to each Vendor who submits the Letter of Intent. This will assure accurate, consistent responses to all Vendors. The written answers will be posted on the DSHS procurement web site <http://www1.dshs.wa.gov/msa/ccs/index.htm>. The AGENCY shall be bound only to written answers to questions.

### 1.5 MINIMUM QUALIFICATIONS (MR)

- The Vendor must be licensed to do business in the State of Washington.
- The Vendor must have at least five year's experience through a contract with two or more individual states for the design, operational management, and provision of telecommunications relay services to persons who are deaf, deaf-blind, hard of hearing, and speech-impaired pursuant to applicable federal telecommunications statutes, regulations and orders governing TRS.

#### Functional Area One – TELECOMMUNICATIONS RELAY

- Vendor must meet all minimum standards and regulations relating to TRS as promulgated by the Federal Communications Commission in 47 C.F.R. Section 64.601 et seq., and applicable FCC Rule and Orders.

- Vendor must provide all necessary facilities, equipment, software, circuits, telephone service, staff, training, implementation, operational management, billing, testing, reporting and other program elements as may be needed for the provision of TRS.
- Vendor must have the capability of providing Internet-based Relay Services in accordance with FCC regulations on a 24-hour, 7 days per week, 365 days per year basis.
- Vendor must provide fully functional SS7 or an operationally better signaling system capability for calls within their network and possess the ability to transfer calls outside their network with all call information.

#### Functional Area Two – Video Relay Service (VRS) (Optional Pricing)

- Vendor must have a minimum of six months experience providing FCC-compliant Video Relay Services on a nationwide availability basis.

#### Functional Area Three – Captioned Telephone with VCO (Optional Pricing)

- Vendor must have a demonstrated capability of providing Captioned Telephone with VCO (also termed as Enhanced VCO with Voice Recognition or as “CapTel®”) services and features.

#### Functional Area Four – In-State Call Center for WATRS Call Traffic (Optional Pricing)

- Vendor must have demonstrated experience and capability to provision for and implement an operational call center in the state of Washington within 12 months of the Vendor providing telecommunications relay services to the state of Washington at a seating availability level to be negotiated pursuant to pricing terms indicated in Vendor’s Pricing Offer for Functional Area Four.

Any future standards and regulations that may be required by the FCC and the Washington Utilities and Transportation Commission, as applicable, after the release of this RFQQ are incorporated by reference as minimum standards. Where there is a difference between the federally promulgated TRS standard and the standard of a requirement of this RFQQ, the stricter standard of the two shall prevail relative only to that portion of the standard that differs.

Vendors who do not meet these minimum qualifications shall be deemed non-responsive and will not receive further consideration.

## 1.6 ACQUISITION AUTHORITY

The legal authority for personal service contracts is established in RCW Chapter 39.29, which appoints the Office of Financial Management (OFM) as the oversight agency for such contracts. The Office of Financial Management supports efforts to streamline and maximize efficiencies in state government. This RFQQ complies with the policies and procedures of the OFM. Any contract that results from this RFQQ will be filed with OFM as required under the provisions of Chapter 39.29 RCW. No contract required to be so filed is effective and no work thereunder shall be commenced nor payment made therefor until ten (10) working days following the date of filing, and, if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

This RFQQ is in compliance with the policies and procedures of the Department of Information Services (DIS). The AGENCY has obtained previous approval from DIS for this RFQQ and conducts this RFQQ under Chapter 43.105 of the Revised Code of Washington (RCW). This includes compliance with the statewide policies issued under the authority of the ISB, the guidelines approved by the ISB, and published by DIS, Management and Oversight of Strategic Technologies (MOST) Division, and other applicable laws and regulations.

The evaluation process is designed to award the contract not necessarily to the Vendor of least cost but rather to that Vendor with the best combination of attributes based upon the evaluation criteria, with the best value. AGENCY is seeking the highest quality solution that can be delivered by the required due date.

### **1.7 NONENDORSEMENT**

As a result of the selection of a Vendor to supply product(s) and/or services to the AGENCY, the AGENCY is neither endorsing nor suggesting that the Vendor's product is the best or only solution. The Vendor agrees to make no reference to the AGENCY in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the AGENCY.

### **1.8 PERIOD OF PERFORMANCE**

The period of performance of any contract resulting from this RFQQ is scheduled for June 27, 2005 to June 27, 2008. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY. The AGENCY reserves the right to extend the contract for two one-year periods. The decision to extend will be based on the Vendor's service performance.

Extensions shall be executed by the DSHS Contract Administrator giving written notice to the Vendor not less than thirty (30) days prior to the expiration date of the term of the Contract, subject to any revised terms and conditions which may then be in effect.

### **1.9 DEFINITIONS AND ACRONYM GLOSSARY**

See Attachment B Definitions, for the meaning of certain terms used in this RFQQ.

### **1.10 ADA**

The AGENCY complies with the Americans with Disabilities Act (ADA). Vendors may contact the RFQQ Coordinator to receive this Request for Qualification/Quotation in Braille or on tape.

### **1.11 NONDISCRIMINATION**

No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam Era or disabled veterans status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief. The prohibition against discrimination in employment shall not apply if the particular disability prevents the individual from performing the essential functions of his/her position, with or without reasonable accommodations.

## **GENERAL INFORMATION FOR VENDORS**

### **1.12 ADMINISTRATIVE REQUIREMENTS**

#### **1.12.17 Costs to Propose**

The AGENCY will not be liable for any costs incurred by the Vendor in preparation of a proposal submitted in response to this RFQQ, in conduct of a presentation, or any other activities related to responding to this RFQQ.

#### **1.12.18 Signatures (MR)**

The Letter of Submittal and the Certifications and Assurances form must be signed and dated by a person authorized to legally bind the Vendor to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship.

#### **1.12.19 Revisions to the RFQQ**

The AGENCY reserves the right to revise the RFQQ and/or to issue addenda to the RFQQ. For this purpose, the specific questions and answers from the letters of intent and other pertinent information shall be provided as an addendum to the RFQQ.

The AGENCY reserves the right to cancel or to reissue the RFQQ in whole or in part, prior to execution of a contract. In the event it becomes necessary to revise any part of this RFQQ, addenda will be issued.

**It is incumbent on the Vendor to visit the DSHS Procurement web site in order to receive any and all notifications and addenda.**

#### **1.12.20 Response Rejection**

The AGENCY also reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQQ.

#### **1.12.21 Responsiveness (MR)**

A Checklist for Responsiveness is attached as **Attachment A** to assist the Vendor in preparing the proposal. Proposals that do not address all areas requested by this RFQQ may be deemed non-responsive and may be disqualified for a possible contract resulting from this RFQQ. All responses, as well as any reference material presented must be written in English.

All proposals will be reviewed by the RFQQ Coordinator to determine compliance with the requirements and instructions specified in this RFQQ. The vendor is specifically notified that failure to comply with any part of the RFQQ may result in rejection of the proposal and therefore deem the proposal non-responsive.

The AGENCY also reserves the right, however, at its sole discretion to waive minor administrative irregularities and or informalities.

#### **1.12.22 Most Favorable Terms**

The AGENCY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Vendor can propose. There will be no best and final offer process. The Vendor should be prepared to accept this RFQQ for incorporation into a contract resulting from this RFQQ. Contract negotiations may incorporate some or all of Vendor's proposal. It is understood that the proposal will become a part of the official file on this matter without obligation to the AGENCY.

**1.12.23 Obligation to Contract**

This RFQQ does not obligate the AGENCY to contract for service(s) specified herein.

**1.12.24 Single Response**

A single response (e.g., a response from only one responder) to the RFQQ may be deemed a failure of competition and, at the sole option of the AGENCY, the RFQQ may be canceled. Alternatively, the AGENCY may choose to name the single responder as the Apparent Successful Vendor.

**1.12.25 Equipment and Software****1.12.25.1 Necessary Ancillary Equipment and Software**

Unless specifically exempted by the terms of this RFQQ, all parts, software, or accessories (e.g., cables, power converters, display devices) ordinarily furnished or required to make the proposed equipment a complete operating service or unit shall be furnished by the Vendor at no additional cost to the AGENCY.

**1.12.25.2 Condition of Proposed Equipment**

All equipment proposed must be new or functionally-equivalent-to-new equipment.

**1.12.26 Third Party Vendor**

The AGENCY will accept responses that include third party equipment and/or software only if the proposing Vendor agrees to act as prime contractor and guarantor for all proposed equipment and software. Vendors must disclose the use of any third party Vendor equipment or software and indicate willingness to assume prime contractor responsibility.

**1.13 RESPONSE PREPARATION REQUIREMENTS****1.13.1 Response Requirements**

Failure to meet a Mandatory Requirement or Mandatory Requirement/Scored specification is grounds for disqualification and shall be established by any of the following conditions:

- The Vendor states that a mandatory requirement cannot be met.
- The Vendor fails to include information requested by or necessary to substantiate that a given mandatory requirement has been met. Supplemental material may be referenced, but the answer must be complete in itself. An answer of “will comply” is not sufficient substantiation.
- Responses must indicate present capability. Representations that future developments will satisfy the requirement are not sufficient.
- The Vendor presents the information requested by this RFQQ in a manner inconsistent with the instructions stated by any portion of this RFQQ.
- Customer references, site visits, or other investigative practices identify the Vendor’s inability to comply with one or more of the mandatory requirements

**1.13.2 Mandatory Requirement**

A mandatory requirement (MR) is an essential AGENCY need that must be met by the responder. Mandatory requirements are scored as pass or fail. The AGENCY will eliminate from the evaluation process any responder not fulfilling all mandatory requirements or not presenting an acceptable alternative.

**1.13.2.1 Mandatory Requirement/Scored**

A mandatory requirement (MR/S) is an essential AGENCY need that must be met by the responder. Mandatory Requirements/Scored require a detailed, complete answer. They are rated first on a pass or fail basis. The AGENCY will eliminate from the evaluation process any responder not fulfilling all mandatory requirements or not presenting an acceptable alternative. The detailed response to (MR/S)

specifications will then be evaluated by the evaluation team and will be scored on a scale as defined in the RFQQ Section entitled **Evaluation Points**.

#### **1.13.2.2 Scored Requirements**

A scored requirement (SR) is an essential AGENCY need that should be met by the responder. Vendors are required to respond to all scored requirements. Because scored requirements represent the minimum level the agency will accept; they are evaluated and scored on a scale as defined in the RFQQ Section entitled **Evaluation Points**.

Evaluations are based only upon the quality of the proposed solution described in the response to this RFQQ document. Evaluators will be instructed to score only upon the content of the response and not upon any knowledge obtained through prior experience with the vendor or with vendor presentations and documentation provided prior to the release of this document.

It is in the responder's best interest, therefore, to be thorough and fully responsive in preparing its solutions (answers) to these requirements. Failure of the responder to respond to any one scored requirement will result in the responder receiving a score of zero (0) or no score for that part of their response.

A scored requirement will receive zero (0) if the responder fails to include documents or references requested.

#### **1.13.2.3 Answers to All Subsections Required (MR)**

An answer should be provided for every item indicated with an MR/S or SR. Failure to provide an adequate answer to any such subsection that requests information or solicits an answer may cause the proposal to be deemed non-responsive and be disqualified from the evaluation process.

When responding, an answer equivalent to a simple "yes/no, or one that merely echoes the text of the requirement specification solicited, will not suffice. The Vendor's written response to each Mandatory Requirement/Scored and Scored Requirements sections shall amplify in detail how their proposal meets or exceeds the requirement. The specific mandatory service shall be identified in the response and bidder responses shall comply with the intent of the mandatory requirements. Additional points may be awarded up to the maximum allowed for each specification on the basis of additional information related to functional enhancements provided by the Vendor to a specification.

#### **1.13.2.4 Restatement of RFQQ Requirements (MR)**

Responses must provide answers to the RFQQ requirements by reiterating the number and text of the requirement in sequence and providing answers immediately following each requirement. To assist in meeting this requirement, this RFQQ is being provided in electronic format. To assist in the evaluation process, each answer should start on the same page as the requirement and should be followed with a page break.

#### **1.13.3 Proposal Submission Format (MR)**

Successful proposals must contain **one (1) original paper copy and Nine (9) copies, in addition, include one (1) electronic version on a 3.5 inch disk or Compact Disc (CD-ROM) in the format and sequence outlined in Attachment A.** Clearly mark your response to the attention of the RFQQ Coordinator and with the RFQQ reference number as shown on the cover page to this RFQQ. **In the event of a discrepancy between the proposal submitted on disk and the hard copy, the hard copy will prevail.**



Vendors mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFQQ Coordinator. Vendors assume the risk for the method of delivery chosen. The AGENCY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission. **The proposal, whether mailed or hand delivered, must arrive at the AGENCY, at the address, date and time indicated on the cover page to this RFQQ.**

Late proposals will not be accepted and will be automatically disqualified from further consideration. Proposals submitted by fax or email will not be accepted and will be considered non-responsive. All proposals and any accompanying documentation become the property of the AGENCY and will not be returned.

The paper copies of the proposals must be on eight and one-half by eleven (8 1/2 x 11) inch paper and bound/secured with tabs separating the major sections of the proposal. Please refer to Attachment A, Checklist for Proposal Contents and Responsiveness.

Responses to each question or request for information in the proposal must appear in the order presented in this RFQQ with the same headings used herein. This will not only be helpful to the evaluators of the proposal, but should assist the vendor in preparing the response.

#### **1.13.4 Acceptance Period (MR)**

The Vendor must certify in writing that all Vendor response terms, including prices, will remain in effect for a minimum of one hundred eighty (180) days after the response due date and continue through the term of the contract. **Attachment C - Certifications and Assurances** is provided for certification purposes and must be completed and filed as a part of the Vendor's Financial/Contractual Response. Proposals providing less than the required number of days for acceptance by the AGENCY will be considered non-responsive and will be rejected.

#### **1.13.5 Errors and Omissions in Proposal**

The AGENCY will not be liable for any errors or omissions in the vendor's proposal. Vendors will not be allowed to alter or supplement their proposal documents after the proposal due date unless the alterations are the result of a request by the AGENCY as noted below.

The AGENCY reserves the right to make corrections or amendments to the response due to errors identified by the AGENCY or the Vendor. This type of amendment will only be allowed for such errors as typing, transposition, omission, or any other obvious error. Any changes will be date and time stamped and attached to responses. All changes must be coordinated in writing with, authorized by, and made by the RFQQ Coordinator. Vendors are liable for all errors or omissions contained in their responses.

#### **1.13.6 Withdrawal of Proposals (MR)**

Vendors may withdraw a proposal that has been submitted at any time up to the proposal due date and time. To accomplish this, a written request signed by an authorized representative of the Vendor must be submitted to the RFQQ Coordinator. After withdrawing a previously submitted proposal, the Vendor may submit another proposal at any time up to the closing date and time.

### **1.14 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE**

Materials submitted in response to this competitive procurement shall become the property of the AGENCY.

In order to protect the integrity of the contracting process which is a vital state interest, all proposals shall remain confidential and will not be disclosed until after award and signing of the contract. It is the AGENCY's duty to conduct the state's business in such a way as to protect the public. In order to so protect, the AGENCY will not disclose bids before a contract is signed. This will ensure fair competition without undue advantage to any bidder leading to private gain and public loss. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to .340, "Public Records."

Any information in the proposal that the Vendor desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to .340 must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Proprietary Data" printed on the lower right hand corner of the page. Each page so identified must include a statement of the basis for such claim of exemption or the particular exception from disclosure upon which the Vendor is making the claim.

The AGENCY will consider a Vendor's request for exemption from disclosure; however, the AGENCY will make a decision predicated upon applicable laws. The Vendor must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

**Marking the entire proposal exempt from disclosure will not be honored and will, in fact, be grounds for disqualification from the evaluation process.**

The AGENCY's sole responsibility shall be limited to maintaining the above data in a secure area and to notify bidder of any request(s) for disclosure within a period of five (5) years from date of award. Failure to so label such materials or failure to provide a timely response after notice of request for public disclosure has been given shall be deemed a waiver by the bidder of any claim that such materials are, in fact, so exempt. Confidentiality is available only to the limited extent allowed in state law. The AGENCY may choose to disclose despite information being marked as confidential.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours' notice to the RFQQ Coordinator is required. All requests for information should be directed to the RFQQ Coordinator.

## **1.15 CONTRACT (MR)**

The Apparently Successful Vendor will be expected to enter into a contract with the AGENCY which is substantially the same as the contract attached as **Attachment F**, including the AGENCY's General Terms and Conditions.

### **1.15.1 General Terms and Conditions**

In no event is a vendor to submit its own standard contract terms and conditions as a response to this RFQQ. The Vendor may submit exceptions or modifications that their firm may have to the proposed terms and conditions as allowed in the Certifications and Assurances. The AGENCY will review requested exceptions and accept or reject the same at its sole discretion. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during the negotiation of the final contract.



### **1.15.2 Response Part of Contract**

The general conditions and specifications of this RFQQ and the successful Vendor's response will become part of the contract. Additionally, the AGENCY may choose to verify any or all Vendor representations that appear in the response. Failure of the Vendor to produce results promised in the response, in demonstrations, or in actual use may result in elimination of the Vendor from the evaluation process or in contract cancellation or termination.

### **1.15.3 Negotiation Period**

If the contract negotiation term exceeds fifteen (15) *business* days or if the ASV fails to sign the final contract within five (5) business days of delivery of it, the AGENCY may elect to cancel the original award and then award the contract to the next-highest-ranked Vendor.

## **1.16 FUNDING**

### **1.16.1 Availability**

Any contract awarded is contingent upon the availability of funding.

The cost of this service acquisition is funded by an excise tax surcharge applied to individual customer telephone bills for switched local exchange access service, which is collected and remitted by local telephone companies to the State of Washington Department of Revenue. Remitted funds from the Department of Revenue are deposited with DSHS, which has been funding and administering the current relay service. The monthly amount of "Telecommunications devices for the hearing and speech impaired" excise tax is determined by Chapter 144, Laws 1992. The current surcharge is \$0.14 per month.

### **1.16.2 Commitment of Funds**

The Director of the AGENCY or his delegate is the only individual who may legally commit the AGENCY to the expenditures of funds for a contract resulting from this RFQQ. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

## **1.17 MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES PARTICIPATION**

In accordance with the legislative findings and policies set forth in Chapter 39.19 RCW the State of Washington, Department of Social & Health Services encourages participation in all its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/proposals, no minimum level of MWBE participation shall be required as condition for receiving an award and bids/proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. Bidders may contact OMWBE at 360-753-9693 to obtain information on becoming certified and/or regarding certified firms for potential subcontracting arrangements.

Proposals that meet any of the following criteria shall be considered responsive to this goal:

- (a) The Vendor submitting the proposal is owned and operated by minorities or women and has been certified by the Washington State Office of Minority and Women's Business Enterprises. Proof of certification must accompany the proposal.
- (b) The Vendor will commit to subcontracting a minimum of ten percent (10 percent) of the contracting amount with a minority-owned business and/or four percent (4 percent) of the contracted amount with a woman-owned business. The subcontractor(s) must be identified in

the Vendor's proposal and be certified by the Washington State Office of Minority and Women's Business Enterprises. Proof of certification must accompany the proposal.

If a minority or woman-owned business becomes certified during the period of this contract, the Vendor will be required to report such certified minority or women-owned firms to the AGENCY.

#### **1.18 COLLECTIVE BARGAINING AGREEMENT**

Vendors are advised that the AGENCY may have collective bargaining agreements with a labor union that may prohibit the AGENCY from hiring former employees for a period of time. Thus Vendors who could be impacted by this should be aware that although they could be classified as a successful vendor the AGENCY may not be able to enter into a contract with them.

#### **1.19 INSURANCE COVERAGE (MR)**

The Apparently Successful Vendor must comply with the insurance requirements identified in the sample contract attached hereto as **Attachment F**. Each Vendor must indicate in the letter of submittal and as a condition of contract award, that they will provide proof of insurance from the Vendor's insurance carrier, outlining the extent of Vendor's liability coverage.

The Vendor shall, at its own expense, obtain and keep in force liability insurance during the term of the contract. The Vendor shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to the Agency within fifteen (15) days of receipt of notice of award.

## FUNCTIONAL/TECHNICAL PROPOSAL

This section sets the requirements for the Vendor's functional/technical response. The Vendor must respond and provide detail information for all items designated (MR), (MR/S) or (SR). Evaluator's scores will be based on the content of these responses.

*The functional response must be submitted as an individual section/volume.*

*Scores for this section will be based upon, but are not limited to, the completeness of the Vendor's description of how they would approach the requirements in this section. A detailed description is required.*

### 1.20 GENERAL REQUIREMENTS (MR)

Each section below describes a specific mandatory component of this project that the AGENCY believes must be addressed for the project to be successful. Vendors should describe the expected content and result for each component. The Vendor shall be responsible for submitting answers or detailed affirmations to the following subsections 3.1.1 through to 3.1.11

#### 1.20.1 Regulatory Compliance

All minimum standards and regulations adopted by the FCC relating to TRS as found in 47 C.F.R., Section 64.601 et. seq., and such standards and regulations that may be required by the FCC after the release of this RFP, are hereby incorporated by reference as minimum standards required in the context of this RFP, whether or not said standards are specifically mentioned, named, or referred to in this RFP. Vendor is also required to observe all applicable statutes, rules, and regulations for the operation of telecommunications services pursuant to the Revised Code of Washington and the Washington Administrative Code.

#### 1.20.2 Usage

No restriction shall be placed on the length or number of calls placed by customers through the relay service. At any time of the day, there shall be no limit on consecutive calls.

#### 1.20.3 National TRS Access Numbers

Vendor shall have in place with the Local Exchange Carriers a means to access the use of nationwide, universal 711 or 800 numbers for WATRS users to access WATRS.

#### 1.20.4 Washington Relay Service Telephone Numbers

Washington Relay Service intends to retain the current eleven-digit WATRS telephone numbers for Voice, TTY, Telebriaille, VCO, STS, and Spanish 800 numbers. The following numbers shall be used for the corresponding TRS service feature:

Voice:	711 or 1-800-833-6384
TTY:	711 or 1-800-833-6388
HCO:	1-800-833-6388
VCO:	1-877-826-2255 (VCO Direct)
STS:	1-877-833-6341
Telebraille:	1-800-833-6385
Spanish TTY:	1-877-833-6399
Spanish Voice:	1-877-833-6398

Vendor shall provide a 711 number connection for both voice users and TTY users, as indicated above. Access to 900 services, emergency services, TTY public pay phone, and international calling utilizing dedicated numbers shall be provided. Vendor shall also provide a 24-hour, toll-free Customer Service number.

#### **1.20.5 WATRS User Access**

WATRS must be in operation 24 hours per day, seven days per week throughout the year (including holidays). It must be accessible statewide. TRS users must be able to place calls from within Washington to any point in the world and from all available points outside Washington to any point within Washington. WATRS calls must either originate or terminate in Washington. The exception to this will be for calls defined as overflow calls.

#### **1.20.6 Network Access**

The service shall be designed to include local, intraLATA toll, and intrastate interLATA toll calls that originate and/or terminate in Washington. Vendor shall also enable callers to place interstate, international, payphone, and ship to shore telephone calls through WATRS.

#### **1.20.7 Facility, Personnel, and Equipment Provision**

The Vendor shall furnish all necessary telecommunications facilities, personnel, equipment, and software necessary for the effective operation of all relay call centers providing services to WATRS users. All such equipment shall be compatible with all necessary assistive telecommunications equipment and devices.

#### **1.20.8 NECA Reimbursement**

The Vendor shall be responsible for seeking FCC-approved reimbursement for all calls of any type authorized to be charged for reimbursement from the FCC designated TRS fund, which is currently administered by the National Exchange Carrier Association (NECA). NECA reimbursed minutes shall be reported to the State on a monthly basis for informational purposes.

#### **1.20.9 Confidentiality**

Vendor shall have policies and procedures to ensure that WATRS users have the same high level of confidentiality and legal protections accorded to standard public telephone network users regarding the security and freedom from unwarranted collection of information regarding the content of WATRS calls by unauthorized parties. Vendor shall mandate that information regarding the identity of callers and content of all WATRS calls shall be held in the strictest confidence. Vendors shall have policies and practices to ensure the protection of electronically collected information as well as information obtained by the CA in the course of relaying a call.

#### **1.20.10 Relay Services Separate from Other Products and Services**

Vendor shall demonstrate that they will operate WATRS as an independent telecommunications service, wholly devoted to the provision of relay services. Vendor shall not market, solicit, or advertise to relay users non-TRS products, services, or user benefits unrelated to TRS, or any other program operated by the Vendor, unless through an express WATRS user-initiated request by the WATRS user through a direct contact to the Vendor's customer service assistance department or other designated unit. Vendors shall not use any personal information obtained from relay calls for any other services that they may provide to users of the relay system and shall not make any such information available for sale.

#### **1.20.11 WATRS Start Date**

The Vendor shall commence the provision of WATRS no later than 12:00 a.m. PST on the morning of June 27, 2005.

## **1.21 SYSTEM STANDARDS AND DESIGN**

### **1.21.1 Telecommunications Equipment Standards (MR/S)**

All necessary telecommunications equipment, including CA station terminals, keyboards, and modems must be capable of receiving and transmitting in both Baudot and ASCII codes, with Baudot as the primary setting, unless replaced by another standardized signal coding protocol. Vendor shall ensure that outbound calls to ASCII equipment can be made. Vendor's systems must be capable of automatically identifying incoming TTY signals either as Baudot or ASCII. The protocol for ASCII shall contain 128 symbols for characters, 7 bits binary code, even parity (to enable data terminal parity), 1 Stop Bit, Automatic Answer/Originate mode, Full Duplex (echo on, automatic calling unit (to respond in queue, if needed), auto detection on incoming calls, auto line feed carriage and at least 300 baud.

CA stations must also be able to receive, access, and communicate with callers who are utilizing computers, at any computer and network speed generally in use.

Additionally, an alternate protocol for sending and receiving conversations is required. This alternate protocol must be faster than Baudot but without the limitations of ASCII. It must be able to transmit as fast as the individual can type and have the capability of interrupting a conversation in progress. Vendor shall ensure that this requirement is integrated into the TRS facility.

### **1.21.2 Transmission Standards (MR/S)**

Transmission levels must be maintained within industry standards as outlined in the American National Standards Institute – Network Performance – Switched Exchange Access Network Transmission specifications (ANSI T1.506-1997). The provider must provide updates to those standards as amended by ANSI during the term of the contract and must meet the amended standards.

The transmission circuits shall meet or exceed Federal Communications Commission (FCC) and Washington Utilities and Transportation Commission (WUTC) interexchange performance standards for circuit loss and noise.

### **1.21.3 Switching System (MR/S)**

Vendor shall have modems with auto-answer and auto-switch capabilities at all speeds. The switching shall include a redundant Central Processing Unit (CPU) on "hot stand-by" to ensure that no calls are dropped due to processor failure, a full Maintenance and Administrative Terminal with keyboard, screen and printer capabilities, on-line system monitoring, real time programming capabilities which will not take the system off line, the ability to perform preventative maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the provider) which are maintained on site to ensure the required levels of service are met.

### **1.21.4 Use of Automatic Number Identification (ANI) (MR/S)**

Vendor shall utilize Automatic Number Identification (ANI) technology so that no caller is required to give his/her originating calling number, except in instances where ANI information is not available from any provider of telecommunication services, as well as radio common carriers.

### **1.21.5 Dynamic Call Routing (MR/S)**

The Vendor shall utilize dynamic call routing technologies to route the caller automatically to the first available CA in the most effective and timely manner possible after the call reaches the Vendor's network control switch.

**1.21.6 Intercept Messages (MR/S)**

Intercept messages as appropriate shall be provided if a system failure occurs within the relay switch, relay center, or on outbound circuits. Intercept messages on inbound circuits may or may not be under the control of the service provider. Additionally, Vendor shall provide, after consultation with the AGENCY or its designee, temporary messages to inform users of delays in obtaining service due to events such as inclement weather, natural disaster, civil disturbances, or other events sufficient to impede the delivery of service to WATRS users.

Messages shall be provided in both voice and text. Minutes of use for accessing those messages shall not be included in the billable minutes.

**1.21.7 Uninterruptible Power Supply (UPS) (MR/S)**

The UPS can be a combination of battery backup, commercial UPS supply, and/or auxiliary generator provided it is capable of supplying uninterrupted power. A minimum of eight (8) hours battery capacity sufficient to operate the Relay Center at busy season, busy hour load shall be maintained. In addition, the Relay Center shall have installed power generating equipment capable of operating the center for extended periods of time. The UPS must support the switch and its peripherals, switch room environment (air conditioning if required to maintain service, fire suppression systems, emergency lights and system alarms, etc.), CA consoles or terminals, work site emergency lighting and Call Detail Recording (CDR) capabilities.

**1.21.8 Disaster Recovery Plan (MR/S)**

Vendor shall create, and submit with its proposal, a complete, detailed plan (not just an outline) for dealing with all types of natural and man-made problems. In addition, the plan should detail the level of escalation and alternatives that will be employed to deal with the problem(s) and to restore service. The plan shall be designed to ensure that no aspect of relay service is impaired and it shall be periodically reviewed, updated, and submitted to the AGENCY to address all potential and man-made causes of system failures.

**1.21.8.1 Notification of Disasters to the AGENCY (MR/S)**

A primary requirement is to notify the AGENCY immediately if a major problem occurs. Vendor shall notify the AGENCY by telephone or pager within 15 minutes of any disaster or event that impedes access to WATRS to any degree.

**1.21.8.2 Participation in National Telecommunications Service Priority System (MR/S)**

Vendor shall submit in their response their plan to participate (or existing status as a participant) within six months of beginning WATRS in the Telecommunications Service Priority (TSP) System to provision for priority restoration of TRS in the framework of the National Security and Emergency Preparedness (NS/EP) program. At a minimum, Vendor's response shall indicate when Vendor will secure a TSP Authorization Code Assignment from the Office of Priority Telecommunications within the National Communications System agency. Vendor shall indicate in their response how Vendor's TRS program will ensure access to TRS by Washington TRS users in the event of implementation of priority telecommunications access measures due to either local, regional, or national disruptions to telecommunications services created by natural or man-made disasters of any kind.

**1.21.9 Access to Regionally Restricted Toll-Free Numbers (MR/S)**

Vendor shall provide access to regionally restricted 800/888/877 numbers, business offices of local telephone companies that have special prefixes, and pay-per-call telephone numbers such as 900 and 976.

**1.21.10 Access to Regionally-Directed Toll-Free Numbers (MR/S)**



Vendor shall ensure that WATRS users are capable of accessing regionally directed toll free numbers that would typically be accessible to WATRS users in his or her calling area, whenever possible. (For example: a company with a national toll free number receives a WATRS call at their call center and automatically reroutes the call to the correct state or regional location based on information in the caller's ANI).

If the relay center ANI is transmitted, the call will be routed to the state where the relay center is located, even if it is not the state where the relay user is located.

#### **1.21.11 Access to Emergency Services (MR/S)**

Vendor shall ensure that incoming WATRS users who do not call the 911 system directly and want emergency assistance shall be assisted by a CA who shall automatically and immediately transfer the caller to the appropriate PSAP. The appropriate PSAP is either the PSAP that the caller would have reached if he had dialed 911 directly or a PSAP that is capable of enabling the dispatch of emergency services to the caller in an expeditious manner. A CA must pass along the caller's telephone number to the PSAP when a caller disconnects before being directly connected to the PSAP dispatcher.

Vendor shall detail in their response the how vendor's emergency call routing procedures are designed to connect the caller to the PSAP that can effectively and expeditiously respond to the emergency. Vendor's response shall delineate the interaction procedures between the CA and PSAP or dispatcher for various emergency situations so as to best enable the PSAP or dispatcher to expeditiously respond.

#### **1.21.12 Call Registration Capability (MR/S)**

Vendor shall have a call registration method to accurately determine and record the call type for all inbound calls.

#### **1.21.13 Call Blockage (MR/S)**

Vendor shall meet or exceed a grade of service of  $p=.01$ . This will be monitored every 30 minutes and reported in accordance with the reporting requirements set forth in this RFQQ. If a call rings or is in queue/hold in excess of 90 seconds, it shall be considered a blocked call. This grade of service shall apply to equipment and network availability, as well as CA availability. Proposals must include a description of how call blockage data is identified, collected, compiled, maintained and reported, network plans including diagrams of routing systems, and CA staffing plans designed to meet this grade of service.

#### **1.21.14 Average Speed of Answer (MR/S)**

Contractor shall, except during network failure, answer all calls within a daily average answer time of 3.3 seconds from the time the call enters the WATRS system. Contractor shall include adequate staffing to provide callers with efficient access to WATRS under projected calling volumes, so that the probability of a busy response due to CA unavailability shall be functionally equivalent to what a voice caller would experience in attempting to reach a party through the voice telephone network. No call to the relay service will be answered by a recorded message, for voice or TTY, except as provided in Section 3.2.6 (*See "Intercept Messages", preceding*). Only a continuous ringing or fast busy signal will be used.

In accordance with reporting requirements set forth herein, daily ASA as reported shall reflect sampling measures taken at intervals not to exceed 30 minutes between samples for each 24-hour period beginning and ending at midnight. Measurement of ASA shall begin when the Vendor's automatic call distribution switch accepts the call from the local exchange carrier (LEC) and the public switched telephone network delivers the call or from the time Vendor's Internet Relay server receives a user's "call". The vendor's network shall either accept all calls immediately when offered by the LEC without delay or return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live operator ready to outdial and relay the call. This measure will not include calls

whereby a CA or other individual answers the call to determine call mode or for any other reason except the immediate offer to initiate the actual outbound call outdial and relaying of the call.

Any day (24-hour period) that exceeds the required 3.3 ASA will result in liquidated damages as set forth herein. The method for calculation and assessment of damages is explained in Section 3.4.10.1 (**Penalty for Failure to Observe Daily ASA Requirement**) and **Attachment D**.

### **3.2.16 System Expansion (MR/S)**

Vendor shall have a demonstrated system-wide capability to expand service in response to call traffic demands. Vendor shall develop and periodically update a detailed plan of how this expansion will be accomplished. The plan shall include, but not be limited to, trunking capacity, availability and addition of CA workstations, personnel staffing and equipment capacity. The bidder shall be prepared to cost-effectively deploy the type of equipment and staffing level requirements necessary to meet the service standards and handle the types of calls and projected call volumes in the event of unexpected call volume increases. The plan shall also indicate the time lag required to meet any increased call volume. The above plans shall be able to maintain all standards listed in this RFQQ. Furthermore, the service expansion procedures shall employ the most cost-effective use of available resources, in order to keep costs down for Washington ratepayers and the AGENCY.

### **1.21.17 Staffing For Call Volume/Usage Patterns (MR/S)**

Vendor's response shall show plans how call traffic forecasts will determine staffing patterns in order to adequately service call volumes and usage needs.

### **1.21.18 Proposal for Establishment of an In-State Call Center (Functional Area Four) (SR)**

Vendor shall provide a proposal to establish within the first three years of the contract term an In-State TRS Call Center facility to be located in the state of Washington with 24/7/365 operability.

Vendor shall indicate whether the call center will operate as a primary or secondary call center to handle WATRS call traffic and the degree of WATRS call traffic proposed to be routed through the call center. Vendor shall allow a designee or other representative of the AGENCY complete and unimpeded access, on a 24/7/365 basis without notification to the vendor. The designee or representative will be given any access codes, security badges, etc., necessary for unimpeded access to any and all parts of an in-state call center.

Vendor shall specify the reporting features and details Vendor will provide to the Agency with regard to the services and operations of the in-state call center.

In addition to detailing in the proposal the technical and service system features to be implemented by the Vendor as necessary for the successful operation of such a call center as a TRS facility, Vendor shall describe the benefits that will accrue to the State of Washington economy and to WATRS users as a direct or indirect result of the Vendor's implementation of an in-state call center. Vendor's response, without including any detail of the corresponding financial proposal with this technical information, shall take into consideration the following elements:

- Benefits accruing to WATRS users as a result of utilizing WA residents to staff call-center operations
- Estimated number of jobs for Washington residents,
- Job classifications, pay ranges for each class, and number of employees in each class,
- Estimated percentage of contract dollars to be recycled into Washington's economy to establish the
  - call-center and for its ongoing operation through the use of Washington subcontractors, suppliers,



- and joint venture partners (Be as specific as possible and provide a percentage breakdown of expenditures in this category),
- Tax revenues to be generated for Washington and its political subdivisions by tax category (sales, B & O, property, etc.). Vendor shall also provide a five year forecast of the total tax revenues as a result of the call center,
- Any other economic and operational benefit to the State of Washington and its residents

Note: As staffing levels are related to levels of usage, which cannot be guaranteed, Vendor shall state in its response to this section its level of commitment per \$1,000 of contract value. Vendor shall identify how it determines the contract valuation and how it relates to the level of commitment. Vendor shall, for example, identify for each \$1,000 of contract value how many Washington jobs will be created, what tax revenue will be generated, how much will be paid to Washington subcontractors, etc.

## **1.22 SERVICE STANDARDS AND FEATURES**

### **1.22.1 Standard Call Types Offered (For Functional Area One) (MR/S)**

In addition to general relay sessions between a voice user and TTY user, the Vendor will also provide the following:

Voice Carry Over and Hearing Carry Over (VCO, HCO): Vendor shall provide both voice and hearing carry over upon request of the user. Vendor shall provide the following types of VCO/HCO usage capabilities:

- Voice Carry Over to Voice Carry Over
- Hearing Carry Over to Hearing Carry Over
- Voice Carry Over to Hearing Carry Over
- Hearing Carry Over to TTY
- Voice Carry Over to TTY
- 2-Line VCO
- 2-Line HCO

Vendor shall provide the capability to allow a text reader (such as a TTY user) to speak through his/her voice carry unit over without requiring that the call be initiated by a process of first connecting to the VCO service through a text-based device.

Spanish to Spanish: Spanish speaking TTY/VCO/HCO/ASCII/STS/900 Users, unless waived by the FCC, shall be able to converse through the relay with Spanish speaking telephone users and vice versa.

Speech to Speech (STS): Speech disabled users shall be able to contact the relay for Speech-to-Speech service. STS users shall be able to communicate with any and all relay users to include, but not be limited to, VCO, HCO, TTY, 2-Line VCO, or standard telephone users. Vendor shall employ appropriately trained CAs to voice clearly for customers with a speech disability that prevents them from being easily understood over the phone. All requirements for STS per 47 C.F.R., Section 64.601, et.seq., must be followed.

Ship to Shore: Vendor shall be able to provide ship to shore capabilities to relay users.

900/ numbers: Relay users shall be able to access 900/ numbers. Actual charges for the calls shall be billed directly to the consumer.

Internet-based Relay: Relay users shall be able to place a call through an interactive Internet-based, Internet Protocol compliant service that uses an operator at a relay center to process the Relay user's call

#### **1.22.2 Operator Services and Directory Assistance (MR/S)**

Vendor shall provide standard operator services, or enable access thereto, consistent with those provided to standard phone users. Vendor shall provide callers with access to local and long distance directory assistance. Vendor shall ensure that these services are provided and billed to end-users at rates functionally equivalent to voiced calls to directory assistance services. Local assistance must be billed to end users at the same rate that would be billed by the local company directly servicing the end user. Long distance calls must be billed at the provider's tariffed rate or at the rate of the carrier used for the long distance directory assistance call.

#### **1.22.3 Access to Local Exchange Carriers' (LEC) Enhanced Services (MR/S)**

Vendor shall ensure that the following enhanced service features are available, in addition to any other services mandated by the FCC, to WATRS users:

- Call Release
- Speed-Dialing
- Three-Way Calling
- Answering Machine/Voice Mail Message Retrieval
- Last Number Redial

#### **1.22.4 Call Release Functionality (MR/S)**

In addition to providing a response regarding the provision of call release services, Vendor shall also immediately release a call when a WATRS user using the relay system is inactive for longer than 180 seconds, or has not requested the CA to place another call within 180 seconds of the termination of the previous call.

#### **1.22.5 Caller ID or True Caller ID Services (MR/S)**

Vendor shall provide the technology and procedures to ensure that Caller ID or True Caller ID services are available to WATRS users who have purchased such services from their LEC. Vendor shall further indicate which of the following will be passed through: (1) TRS facility's number, or (2) a standard TRS number such as 711 or any applicable WATRS 800/877/888 or 900 number, or (3) the originating party's number.

#### **1.22.6 Carrier of Choice (COC) (MR/S)**

Vendor shall allow the relay user to choose his or her preferred interexchange carrier (IXC) when placing toll calls through WATRS. The CA is required to offer the option to the relay user for every long-distance or intra-LATA toll call if that information is not automatically available through the Customer Profile Database or offered directly by the caller at the time of the call. If the inbound WATRS caller's COC is not available via WATRS, the call may be placed by the Vendor upon permission of the caller at the vendor's lowest subscriber rate. Casual user charges or other additional charges shall not apply. An explanation of COC must be included in all appropriate WATRS publications

Vendor is required to actively be engaged in implementing with IXCs the capability for WATRS users to utilize their selected COC. Vendor shall detail their plan of action to enable WATRS users to utilize their preferred COC for toll calls made through WATRS.

**1.22.7 CA Identification and CA Gender Identification and Use (MR/S)**

Vendor shall employ a CA identification method that enables a CA to be identified by his or her own identification number that is announced to the caller upon being connected to the CA station. Vendor shall also ensure that the CA's identify their gender at the start of the call.

Vendor shall also allow, upon request by a caller, for a male or female CA to process any outbound call. Any in-call replacement CA shall be provided to continue the call, to the greatest extent available.

**1.22.8 Outbound Volume Control (MR/S)**

The Vendor's system must have the ability to increase the volume of their speech (not just by speaking louder) on the outbound leg of the call for the CA's microphone when the CA is voicing to help compensate for Voice, HCO and STS users with some hearing loss, or upon request of the hearing party, and shall do so to facilitate the hearing party's understanding of the CA. Vendor shall also enable volume control for the outbound line when the user is voicing, as in a HCO call. This capability must be independent of the CA's headset receiver control.

If a volume setting is higher than normal, the CA shall be able to reduce the volume at the request of the user. The volume setting shall be enabled to default to a normal setting after each call.

**1.22.9 Adjustable Text Display Speed Rate (MR/S)**

Vendor shall ensure the capability to adjust the text display speed rate down to a minimum of 15 words per minute for users who request a slower text display speed rate.

**1.22.10 Customer Profile Database (MR/S)**

Vendor shall offer the use of "customer preference profiles" for ease in call processing, which shall contain call type identification and any other information necessary to facilitate the effective processing of the call. Vendor shall offer a solution that allows any WATRS user, at the user's discretion, to enter a personal identification code that will enable the use of their customer preference information from any phone. It shall be automatically synchronized in the Vendor's system so that the customer will not be required to give the same information more than once to have the call processed in accordance with his or her preferences. The Vendor shall incorporate software capable of storing data on TRS users who utilize this feature.

The Vendor shall have policies and procedures delineating how customer profiles will be used and shall provide a plan to safeguard the confidentiality of those profiles. Vendor shall provide the AGENCY with a list of all information, by field, offered and/or collected in their customer preference profile database.

**1.22.10.1 Transfer of Customer Preference Profile Database (MR/S)**

The Vendor shall work with the incumbent WATRS vendor, Sprint Relay, for the timely transfer of WATRS customer preference profile data on to Vendor's system.

At the termination of the period of performance of the contract, the Vendor, if outgoing, shall transfer its WATRS customer preference profile database in a usable form to the incoming Vendor at least 60 days prior to Vendor's last day of service, in order to ensure minimum disruptions to customer calls.

**1.22.11 Outbound International Calling (MR/S)**

Vendor shall provide international call access via WATRS when the inbound caller is placing a call from inside the domestic United States.

**1.22.12 Customer Assistance Number (MR/S)**

Vendor shall provide a separate toll-free number that users may access to receive information on how to place a relay call, tips for improving the efficiency of relay calls, information on new relay service functions or changes in the service, etc. The number(s) shall be accessible to TTY users and non-TTY users. Vendor shall include a descriptive plan of how this toll-free number will be promoted.

**1.22.13 Customer Complaint Resolution Process (MR/S)**

Vendor shall establish policies and procedures regarding complaints, comments, or commendations regarding WATRS services and personnel which include provisions for the AGENCY's designated WATRS Complaints Officer to be involved in the complaint resolution process with the Vendor and complainant. The Vendor shall identify the scope and specifics of complaint particulars to be included in the complaint. At a minimum, the complaint logs must include the date the complaint was filed, the nature of the complaint, the date of resolution and an explanation of the resolution.

Vendor shall, upon receipt of a direct complaint filed by a customer provide such customer with information regarding the complaint resolution procedures that will be taken to resolve the nature of the specific complaint. The Vendor shall allow any caller to the relay center having a complaint to be able to communicate within two minutes with a supervisor or administrator while still on line during a relay call.

All service related complaints received by Vendor regarding the provision of WATRS shall be documented, including their resolution, and kept on file and made available to the AGENCY upon request. Vendor must address how Vendor will ensure that consumers who file complaints with either the Vendor's Customer Service unit or the AGENCY shall be contacted with a resolution from the Vendor outlining the resolution to their complaint.

Vendor shall provide to the AGENCY the identity and contact information of the Vendor's designated "ombudsperson" responsible for handling WATRS customer complaints as well as all other complaints related to TRS prior to the start of Vendor's provision of WATRS. Vendor shall establish a toll free number hot line for those who wish to contact the Vendor's Ombudsperson directly concerning WATRS-related complaints. This toll free number hot line shall be separate from the normal TRS phone number(s). The rights and responsibilities of WATRS customers regarding the WATRS complaint resolution process shall be described in outreach materials provided to the public.

**1.22.14 Internet Protocol-based Relay Services (Functional Area One) (MR/S)**

Vendor shall provide an interactive Internet Protocol-based Relay services that utilizes a CA at a relay center to process a relay call from either a computer terminal or voice telephone user. Vendor's IP-based service shall be compliant with all required FCC rules applicable to IP-based TRS systems.

Vendor shall meet all of the RFQQ requirements for traditional TRS calls, where applicable, with the exception of billing, 900 calls, and emergency calls until it becomes technically feasible for those exceptions to meet such RFQQ requirements. Vendor shall propose a system for the establishment of a caller identification and billing process to be imposed on VRS users for calls that do not terminate in Washington.

Vendor shall provide a detailed explanation of how Vendor's system will be designed to detect and prevent or disable fraudulent call activity. Vendor shall explain the extent to which Vendor will work with law enforcement or other regulatory or state entities in reporting and monitoring fraudulent call activity as permitted or required by law.

Vendor shall provide for its IP Relay program similarly meaningful and essential reportable elements required pursuant to this RFQQ for traditional TRS services. Vendor shall specify which reportable

elements are not applicable or essential to IP Relay services and the reason(s) therefor.

Vendor shall detail established procedures and proposed timelines specifying how Vendor will transition reimbursement obligations to the AGENCY in the event the FCC establishes a mechanism for IP Relay reimbursement obligations onto the State of Washington.

### **3.13.14 Video Relay Services (Functional Area Two) (SR)**

Vendor shall provide an interactive Internet Protocol-based Video Relay Service that enables a qualified sign language interpreter at a relay center to process a relay call from either a computer terminal or voice telephone user using a translation of sign language to voice rather than from text to voice. Vendor shall employ qualified interpreters with proficient expressive and receptive skills in ASL or other manually coded English sign languages.

Vendor shall detail its screening and training process for VRS operators and propose how regional signs generally utilized by Washington callers will be incorporated into the training program.

VRS interpreters shall be fully trained in VRS equipment and calling processes to an extent functionally similar to fully trained CAs and must adhere to the Registry of Interpreters for the Deaf (RID) Code of Ethics or any nationally recognized code of interpreter conduct.

Vendor shall provide IP-compliant video technologies which conform to ITU standards for H.320, H.323, and other video technology standards. The bandwidth transmission standards shall enable a video quality of sufficient clarity as to make the signing readily understandable and shall be no less than 384 kbps at all times. In the event the incoming call is less than 384 kbps, vendor's system must be capable of meeting the incoming speed of the video call. In addition to video transmission, Vendor must enable audio transmission to and from the VRS user in order to provide VCO, 2-Line VCO, and HCO calls to be processed via VRS.

Vendor shall meet all of the RFQQ requirements for traditional TRS calls, where applicable, with the exception of ASA, billing, 900 calls, and emergency calls until it becomes technically feasible for those exceptions to meet such RFQQ requirements. Vendor's VRS shall be compliant with all required FCC rules applicable to VRS systems.

Vendor shall provide a toll-free access number or website address to a Help Desk designed to assist callers with technical issues related to set up, calling processes, and other pertinent VRS details. The Help Desk shall be in service during VRS operation hours.

Vendor shall propose a system for the establishment of a caller identification and billing process to be imposed on VRS users for calls that do not terminate in Washington.

Vendor shall provide in detail for its VRS program similarly meaningful and essential reportable elements required pursuant to this RFQQ for traditional TRS services. Vendor shall specify which reportable elements are not applicable or essential to VRS and the reason(s) therefor.

Vendor shall provide VRS complaint procedures and reports similar to what is required for traditional TRS complaint procedures and reports in this RFQQ.

Vendor shall provide Video Relay Service access to Washington residents at times and days of the week at its sole discretion similar to the public access accorded by Vendor to non-Washington residents utilizing Vendor's VRS program in any other state in the Continental U.S. and Vendor shall charge all costs for VRS to the Interstate TRS Fund.

Vendor shall detail established procedures and proposed timelines specifying how Vendor will transition reimbursement obligations to the AGENCY in the event the FCC establishes a mechanism for Video Relay reimbursement obligations onto the State of Washington. The AGENCY may, at its sole discretion, award a contract or contracts for to provide either limited or unrestricted interactive video relay services in the event the FCC establishes a mandatory requirement for Video Relay Service (VRS) and orders any associated reimbursement obligations onto the State of Washington. Vendor's response to this subsection shall be incorporated by reference, to the greatest extent feasible and at the sole discretion of the AGENCY, into any contract for the provision of VRS.

#### **1.22.15 Captioned Telephone with VCO/Enhanced VCO with Voice Recognition (Functional Area Three) (SR)**

Vendor shall submit a proposal to provide Captioned Telephone with VCO Service/Enhanced VCO with Voice Recognition TRS. Outside of the mandatory requirements and waived requirements outlined in the FCC Declaratory Ruling on Captioned Telephone VCO on August 1, 2003, and subsequently thereto, and otherwise required by this RFQQ as applicable, Vendor's proposal shall ensure that the following additional requirements are observed:

- *Minimum 125 Words per Minute:* Word per minute is not the voicing speed of the CA, but it is the speed at which a user is receiving information.
- *98% accuracy:* Accuracy is the percentage of error subtracted from 100%
- *2% or less Error Rate.* Errors are any word that changes the context of the sentence, including missing words or sentences.

Vendor's Pricing Proposal for this desirable feature should be for the rate per conversation minute for Captioned Telephone with VCO Service/Enhanced VCO with Voice Recognition and should be based per usage forecasts on a planned distribution of a maximum of 20 service compatible units a month to Washington residents.

### **1.23 BILLING STANDARDS AND FEATURES**

#### **1.23.1 Charges for Use of Relay Services (MR/S)**

Vendors shall not charge WATRS users for calls placed to any WATRS toll-free number for services provided by CAs or other staff servicing the toll-free numbers. Vendor shall demonstrate how charges, if any, to the WATRS user will be functionally equivalent to charges made for standard landline voice calls made by a party using the public switched telephone network. Vendor must ensure that any discounts offered must apply to all WATRS users.

For billing of differing call types, Vendor shall indicate in how the conversation minute is rounded up to the next minute, if applicable.

#### **1.23.2 Billing Capability and Requirements (MR/S)**

Vendor shall be capable of charging relay users for collect calls, international calls, person-to-person calls, and calls charged to a third party is required. The capability to bill to any Washington local exchange carrier calling card and any non-proprietary interexchange company calling card is also required. Vendor must include a complete description of how relay users will be billed for all calls and include the procedures for obtaining billing information from the local exchange companies. Vendor shall indicate whether the billing will be performed in-house or contracted, list specific credit cards to which calls can be billed and include a sample bill format, if available.



For toll calls, the WATRS user shall be billed by the conversation minute (the time, in minutes and seconds, from the moment the relay caller is connected with the called telephone number and conversation can begin until either party hangs up) and not by CA work time (i.e., session minute basis).

### **1.23.3 Customer Billing Options (MR/S)**

WATRS users shall have the option to use their credit card, make person to person calls, collect calls, and alternate billing methods normally available to the standard telephone user. Vendor shall have a practice of making appropriate information available to WATRS users regarding the availability and use of billing arrangements for various types of calls placed through WATRS.

### **1.23.4 Extended Area Service (EAS) Calling Plans (MR/S)**

Vendor must ensure that relay users are not billed for toll usage when completing EAS calls, including calls made by or to subscribers of optional EAS. It shall be the responsibility of the Vendor to obtain information concerning these routes, all optional calling plans available to WATRS users, as well as for special situations that set limits regarding specific types of billable calls.

Vendor shall describe in specific detail the method(s) that will be used to implement this requirement.

### **1.23.5 Landline, Cellular, and Wireless Flat Rate Calling Plans (MR/S)**

Vendor shall ensure that a customer having either an expanded landline, cellular, or wireless flat rate calling plan is able to place calls through WATRS within the expanded local calling area or through appropriate call codes without incurring any charge for the call. In the case of wireless users, vendor shall ensure access to WATRS via text pager, PDA, or other wireless devices able to initiate and receive text messaging, if applicable.

### **1.23.6 Coin-Sent Paid Calls (MR/S)**

For WATRS users placing local calls from pay phones, vendor shall complete the call at no cost to the user.

Vendor shall allow WATRS users to bill long distance calls placed through pay phones as collect calls, person to person calls, or calls charged to a third party, where feasible. Vendor shall charge such WATRS user no more than the lower of the coin-sent-paid rate or the rate for calling card, collect, or third party billing, if applicable. Vendor shall accept alternative billing arrangements, such as credit cards, from payphones.

### **1.23.7 Call Billing Record (MR/S)**

To the extent possible, Vendor must have an automated system for identifying and documenting long distance and toll calls for billing purposes. Vendor shall fully describe the billing system and billing process that will be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail will be transmitted to the billing agent (if any), how charges will appear on the end user's bill and which bill it will appear on.

The Vendor's billing records for each call shall contain, at a minimum, the following information:

- telephone number or credit card number to be billed (NPA-prefix-line number)
- originating telephone number (NPA-prefix-line number) and exchange company
- terminating telephone number (NPA-prefix-line number) and exchange company
- date of call
- start time (the time the calling party initially connects to the called party or to an answering machine at the called party's number or to a recorded message)
- end time (the time when either the called party or the calling party hangs up)
- call duration (the time including and between start time and end time) to the nearest full second

**1.23.8 Caller-Provided Information (MR/S)**

Vendor may require that a caller provide NPA/NXX type information to identify the caller's local calling area if that information is necessary to distinguish local calls from toll calls and to allow for faster call set up times. Vendor must specify how such information would result in faster call set up times and provide justification that no other equipment is available which would avoid the necessity for callers to provide their phone number.

**1.23.9 Call Discounts for Qualified Callers (MR/S)**

In order to compensate for longer call times related with TTY calls, Vendor shall incorporate any applicable discounts, as defined in caller's local exchange company and interexchange company tariffs for intrastate interLATA calls, that are offered to callers who, by reason of their hearing loss, vision loss, or speech disability are "qualified customers who communicate by teletypewriter," or any other such applicable designation. Vendor may provide additional discounts for TTY-originated interstate long-distance calls, if offered.

**1.23.10 Procedures for Billing the AGENCY (MR/S)**

Vendor shall have a billing procedure to the State for the provision of WATRS. Vendor shall provide a sample bill for evaluation as to its ease of understanding, clarity and specificity of information, and ability to be easily reconciled with WATRS traffic data.

Vendor shall identify the date of the month for the submission of monthly invoices to the AGENCY for charges allowed under this contract.

**3.4.10.1 Penalty for Failure to Observe Daily ASA Requirement (MR/S)**

The procedure detailed in **Attachment D** will determine the percentage of the ASA that is over the required average. Once the percentage is determined, the AGENCY will multiply the percentage by the penalty amount as follows: The penalty will be based on 1% of the monthly invoice (billable minutes based on total conversation minutes) for the month in which ASA violation(s) occur, then dividing that 1% amount by the number of days of that month. This amount will be the base penalty to use in the formula for that month. The penalty amount determined in accordance with the formula will be deducted from the invoice.

While the penalty assessment determination decision rendered by the AGENCY shall be final and not subject to appeal under dispute resolution procedures otherwise allowed pursuant to this contract, penalties will not be assessed for days in which acts of God or system or network breakdowns occur that are not the fault of the TRS provider cause the ASA to exceed the 3.3 average. However, the burden is on the TRS provider to show cause why the penalty should not be assessed. The TRS provider is encouraged to inform the AGENCY by email or letter as soon as they are aware of potential or existing problems that may affect the ASA.

See **Attachment D** for the application of the formula to determine the liquidated damages assessment.

**1.24 COMMUNICATION ASSISTANT QUALIFICATIONS AND STANDARDS****1.24.1 Minimum Communication Assistant Qualifications and Testing (MR/S)**

Vendor shall specify how they will ensure that the communication assistants (CAs) servicing relay calls meet all necessary proficiency requirements. In responding to these requirements, Vendor shall describe:



- how applicants and/or trainees will be tested on these qualifications before handling live WATRS calls;
- how often during employment relay CAs will be re-tested,
- how CAs will be monitored daily for compliance with these requirements, and
- how CA test and performance records will be maintained and how often they will be provided to WATRS to allow WATRS to verify and analyze test results without violating personnel confidentiality.

Vendor shall ensure that CAs providing WATRS services meet the following qualifications and skills that will include, but not be limited to:

The ability to quickly and accurately type TTY relay messages at a minimum typing speed of 60 words per minute (wpm) at entry level, with a maximum error rate of no greater than five percent (5%) for both entry level and after probation. Testing for typing proficiency and speed shall be an auditory test (not written) and may use common TTY usage abbreviations. Technological aids may be used to reach the required typing speed. The formula to calculate words per minute shall be five (five) keystrokes (four alphanumeric characters plus one space) per “word”, requiring three hundred keystrokes per minute to achieve sixty words per minute. (Macros that are executed by one function key shall count as one keystroke regardless of the number of alphanumeric characters “attached” to that macro. Similarly, a macro executed with two keystrokes shall count for two keystrokes regardless of the number of “attached” characters, and so forth).

Passing continual periodic assessment testing of basic skills in English and/or Spanish grammar that measures both auditory and visual typing grammatical accuracy. Each relay CA shall demonstrate skills in English and/or Spanish grammar at a minimum of a 12th grade level. The grammar tests shall be identified and included.

Possession of English and/or Spanish spelling skills to quickly and easily spell words comparable, at a minimum, to a beginning college level conversation. In addition, Vendor shall ensure that CAs are capable of spelling and accurately pronouncing the names of cities and towns in Washington State.

Ability to understand deaf people using limited English or Spanish (i.e., ASL “gloss”) and to accurately translate limited written English or Spanish “gloss” to correct spoken English or Spanish.

Possess clear and articulate voice communications skills.

Vendor shall ensure that trainee CA’s engaged in relaying a WATRS call are identified to both parties at the onset of each conversation.

Vendor shall require that all prospective CAs take and pass measurable, performance-based relay CA proficiency examination(s). Vendor must include an outline of all such examinations with their response. This examination shall cover spelling, typing, dictation, procedures, and characteristics of American Sign Language as it may be reflected in the written language of TTY users, deaf culture, ethics and confidentiality, and professional judgment. All Vendor-utilized testing approaches, instruments, protocols, or guidelines shall be designed to ensure that the proficiency and performance minimum skills for CAs mandated by this RFQQ are measured and/or monitored. The relay center shall make sure that material from these tests is not available to the CAs before testing time and must change relevant portions of the tests annually.

Vendor shall ensure that any CA who cannot pass Vendor’s required examination(s) within a three-month training period shall not be utilized as a Relay CA.

Vendor shall ensure that all CAs are tested at least annually.

### 1.24.2 Communication Assistant Call Procedures (MR/S)

While the key objective is for the verbatim transmission of communication, CAs must also convey the full content, context and intent of the communication they relay between parties. Unless requested otherwise, the CA shall relay all calls according to the following guidelines:

Relay CAs shall translate the limited typed English (or “TTY-ASL”) of TTY users into correct spoken English so that non-TTY users can understand the call and communication occurs, unless the TTY user requests verbatim. The hearing person’s English must be translated back into written English at the level that the deaf person can understand.

CA shall report in parentheses to the TTY user what the CA hears, i.e., yelling, crying, laughing, background noises such as music or flipping pages, etc.

CA shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected or holding. The status of the call must be typed in parentheses.

The TTY user shall have the option of telling the CA what aspects of the call that he/she will handle. For example, the TTY user may request to introduce relay service to the called party, rather than have the CA do it.

It shall not be necessary for the caller to provide more than seven digits for the outbound call, unless the caller’s ANI is not available to the CA. When out-dialing, the CA shall be required to inform the caller of the number being dialed. If only seven digits are provided, the CA shall place the call using the same area code (NPA) as the caller’s area code indicated on the ANI. CA may request the correct area code of the called party if ten-digit dialing is required or the called party’s NXX is outside the caller’s area code.

The CA shall type to the TTY user and verbalize to the non-TTY user exactly what is said when the call is first answered and at all times during the conversation, unless the call is handled pursuant to Section 4.7.2.1, above, or either party specifically requests otherwise.

The CA will always identify the relay service to both parties at the very beginning of the relay conversation. However, upon request by the inbound caller, the CA shall not announce a call as a relay call, permitting the caller to provide the explanation, if any. When the CA needs to explain how the relay operates to a non-TTY user, the CA shall also type “explaining relay” for the benefit of the TTY user. Conversely, when the CA needs to explain how the relay operates to a TTY user, the CA will inform the non-TTY user that the CA is explaining the relay. Vendor shall specify the script and procedures for how the relay is “explained”.

The CA shall not inform the called party that the caller is deaf, hard of hearing, and/or speech-impaired unless the caller asks the CA to do so.

The CA shall not cause a relay conversation to be delayed. They shall not wait for a relay message to be completed before beginning to relay the message, unless otherwise necessary to adhere to other guidelines herein.

When speaking for the TTY user, the CA shall adopt a conversational tone of voice appropriate to the type of call being made, unless the TTY user requests otherwise. CAs shall, to the best of their abilities, let the TTY user know the non-TTY user’s tone of voice during the course of a call and upon request from a TTY user. The CA shall type in parentheses that a person is or was yelling, is or was cheerful, et cetera., or any background noise coming from the voice user that the CA heard, such as “cough”, “sneeze” “crying”, “laughing”, etc).

CA shall indicate to the TTY user if another person (non-TTY user) comes on the line during the duration of a call.

Change of CAs during a call is strongly discouraged. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of CAs shall not be made before 10 minutes have elapsed since the beginning of the relay conversation. If the change is necessary, both parties shall be informed, and the new CA shall inform both parties of the CA’s identification number. Changing of CAs shall not

- cause the new CA to lose the caller's call handling preferences, either from the caller's registered profile nor as requested by the caller during call setup, including instructions given once for sequential outbound calls. If the caller has requested a specific gender then the replacement CA shall also be of that gender. The caller shall always have the right to request a change in CAs and the Vendor shall accommodate the request.
- When a called number is busy, a CA shall advise the caller and, if requested to do so, shall redial the number
- All comments directed to either party by the CA shall be relayed. These comments shall be typed in parentheses, for example "(Will you accept a collect call?)". All comments directed to the CA by either party shall also be relayed, for example, "(Yes, that is spelled S-M-Y-T-H-E)."
- If either party speaks in the third person, the CA shall relay in the third person.
- To correct a typing error, the CA shall not backspace, but continue in a forward direction by typing "xx" (common TTY convention for error) and then typing the word correctly.
- When appropriate, the CA shall verify spelling of proper nouns, numbers and addresses that are spoken.
- The CA will stay on the line until both parties have terminated the call. If necessary to process a complaint or compliment, the call will be transferred to a supervisor.
- The CA shall not solicit other relay services and non-relay services provided by Vendor and vendor's subcontractors at any time during a relay call, including during call set-up, relay, and wrap-up. The CA may however respond to callers' questions regarding relay services, non-relay services, or caller profile information during call set-up or wrap-up.
- With the exception of information pertaining to tone of voice content or the conveyance thereof, the CA shall not counsel, advise or interject personal opinions or extraneous information into any relay call nor shall any CA convey any personal opinion or judgment to either party as to subject matter content of any messages.
- The CA shall not hold personal conversations with anyone calling WATRS.
- Callers shall not be required to give their full names or the full name of the party they are calling. This information shall not be recorded in any form without the permission and knowledge of the caller (except for billing purposes). It is understood that for some calls, having the full name would help facilitate their call. However, the CA shall not refuse to make a call if the caller does not wish to give full names.
- The CA must alert the WATRS user to the presence of a recorded message and interactive menu through a hot key on the CA's terminal. The hot key will send text from the CA to the consumer's TTY indicating that a recording or interactive menu has been encountered. Vendor shall ensure that all CA stations are enabled to electronically capture recorded messages and retain them for the duration of each call. Vendor shall ensure that procedures include, at a minimum, the following steps:
- The CA will inform the caller when an answering machine has been reached and will translate to the caller the full content of the answering machine message.
  - The CA will ask the caller if he/she wishes to leave a message.
  - The CA will leave the caller's full message, either by voice or TTY.
  - The CA will confirm to the caller that the message was left.
  - The caller will only be charged for the initial call regardless of the number of redials required to capture the full outgoing message or to leave a message.
  - Vendor also may not impose any charges for additional calls that must be made by the relay user in order to complete calls involving recorded or interactive messages or menus.
- With respect to interactive voice systems, vendor shall have CA procedures to obtain any necessary system access codes from the user and shall ensure the confidentiality of that information.

If a caller puts the CA on hold or is otherwise inactive, the CA shall wait for at least three (3) minutes before disconnecting the caller. The CA shall not disconnect the caller during periods of inactivity during a relay call (for example the caller may have been put on hold by the called party) without the caller's permission. In all instances of CA initiated caller disconnect, the CA shall inform the caller (or leave a message) that they are disconnecting the call (hanging up) prior to doing so, and shall pause for a possible response before proceeding.

When a relayed conversation is interrupted by one relayed party and that interruption is received by the CA, the CA shall respond by relaying the conversation provided by the interrupting party, provided that relay modalities of the parties are compatible with interrupted conversation (e.g., a TTY user with equipment permitting call interrupt functionality, by a voice user, by a VRS user, etc.).

### **1.24.3 Speech-to-Speech Qualifications and Standards (MR/S)**

The following minimum qualifications are for STS CAs only, and are in addition to the requirements, above.

Vendor will test STS CAs to ensure that they are competent to understand people with a variety of speech disabilities. STS CAs shall be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities. Vendor shall define acceptable STS CA speech comprehension levels and ensure that all STS CAs meet that criteria.

Each STS operator must score 92% or higher in each ear using a 50 word W-22 or NU6 speech recognition test. Each STS operator must measure hearing acuity of 20db or less in each ear using a pure tone test conducted by a state-licensed or American Speech-Language-Hearing Association certified professional audiologist holding a valid Certificate of Clinical Competence in Audiology (CCC-A).

STS CAs assigned to relay in English or Spanish must be fluent in U.S. English or Spanish, and able to speak English without a distorted non-U.S. English accent or Spanish without a distorted non-Spanish accent. STS CAs must be tested for hearing acuity, speech comprehension, and English and/or Spanish language skills including vocabulary, grammar and syntax.

The line supervisor will identify STS CAs and remove them from STS duties if their hearing or concentration has become impaired because of a cold or other temporary or permanent medical condition, or they are no longer extremely patient with customers' speech and respectful of them.

### **1.24.4 STS Call Procedures (MR/S)**

The following requirements for relaying Speech-to-Speech calls are in addition to the requirements above. If conflicts exist between these two sections, the requirements of this section shall prevail for relaying STS calls. In responding to the following procedural requirements, Vendor shall describe how their CAs' use of the following procedures will be ensured on an ongoing basis after the CAs begin relaying STS calls.

STS CAs shall never guess what the speech disabled caller says, but will request clarification. If a line is busy, then the STS CA will immediately repeat aloud the number dialed to verify that the STS CA understood the number correctly.

Users may dictate a message to be left on an answering machine in the STS CA's voice.

After each call, STS CAs will offer to make another call.

While STS CAs may not counsel, advise, or interject personal opinions into a conversation, they may ask questions to clarify what was said particularly if the meaning or context is unclear. (e.g., in that "apple" differs from "ample", "articulate" differs from "article," "interest" differs from "inter-test," "pants" differs from "Lance.", etcetera.)

STS CAs may interact with users having a problem using the service and to reassure new users. STS CAs may reassure users that the user was understood. STS CAs also may interact with users to help the user use the service more effectively. (Comment: This is particularly necessary in helping developmentally delayed users with short-term memory loss. For example, they may correct a telephone number that the user receives from one caller and then repeats in error to the STS CA in requesting another call. CAs must never attempt to assist users in ways that could interfere with the user's independence. The above directions may appear self-contradictory, but are not in light of the wide variance in intellectual capacity within this user group. An opportunity for a CA to facilitate communication takes priority over transparency. However, the STS CA must not facilitate if there is a great risk of diminishing communication or user independence).

STS CAs will leave messages on answering machines or other voice processing systems if the caller activates one while making a call. In addition, STS callers shall be allowed to recite a prepared message to an answering machine. The STS caller may dictate the message to the STS CA before making the call. If the called number is busy, then the STS CA shall retain the dictated message in the STS user's caller profile at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message. Given the limited telephone experience and developmental disability of some users, STS CAs may prompt users leaving messages on answering machines who forget to leave their name and/or telephone number.

CAs will avoid any informality that may be interpretable by users as patronizing. Adult users must always be treated as mature adults regardless of their behavior or disability.

Users may list their home and business telephone numbers in their personal STS Customer Profile Database and indicate the corresponding hours of availability at each number. This will allow other users attempting to reach a STS user to request the STS user by name rather than by telephone number. (This service is requested because many speech-disabled people have trouble saying numbers and asking them to give the STS 800 number and their own telephone number may discourage telephone use. Users may not specify that certain calls only be placed to one particular number).

STS users shall not be required to give their names or the name of the party they are calling. If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller. It is understood that for some calls, having the full name would help facilitate the call.

Before dialing, the STS CA will ask, "Shall I tell the party who is calling?"

WATRS STS callers shall have the option of requesting an outbound STS relay call by providing the name of the called party instead of the phone number when (1) the caller's preferred method of communicating is registered as STS and (2) the called party's name is registered in the caller's WATRS STS customer profile database together with the called party's phone number. Upon such a caller request, the STS CA shall query the database by the STS person's name to determine if the called party's phone number is available, and if so, place the call.

The same STS CA shall be retained throughout each STS call to the extent required by this RFQQ and regulations. Unless requested by a user before or during a conversation or unless the CA becomes physically incapacitated, a change of STS CAs shall not be made before 15 minutes have elapsed since the beginning of the relay conversation. (CA change is very disruptive to speech disabled users. It prompts fear that the new CA may not understand them as well as the first CA did).

If a change is necessary, both parties shall be informed and the new CA shall inform both parties of the CAs identification number. The caller shall always have the right to request



a change in STS CAs and Vendor shall accommodate the request if another STS CA is available.

At the start of the call, the STS CA will announce that he or she will voice for the speech disabled person throughout the call, unless both parties ask the STS CA to stop.

Some people with speech disabilities can be clearly understood if allowed to speak uninterrupted; they do not need CAs to voice for them, they just need the other party not to interrupt them. Such customers may request the STS CA to only repeat what they say when a party on the other end misses a word.

The STS CAs' room environment should be quiet and the partitions between the CAs' stalls should be sound proofed enough so that STS CAs can concentrate intensely on hearing the caller's speech.

STS CAs must be able to retain information from one inbound call for use in a subsequent outbound call, and such information shall only be retained for the duration of the inbound call. The method of retention shall be up to the Vendor.

Vendor will provide STS voicing for people with speech disabilities calling each other, for both parties.

#### **1.24.5 CA Training (MR/S)**

Vendor shall demonstrate how ongoing CA training will be provided by including with its response an outline of a proposed CA training plan and schedule. Vendor's response must address the inclusion of specific testing protocols, instruments, guidelines, and/or parameters referenced in this RFQQ.

##### **1.24.5.1 Language and Culture (MR/S)**

The provision for CA training shall include, but not be limited to, instruction on "ASL -gloss" and grammar, ASL, various forms of sign modes, communication approaches, deaf culture, and the needs of and sensitivity to relay users with disabilities. CAs shall be trained to handle calls from relay users with limited English or Spanish language skills. Vendor shall demonstrate how they plan to train and monitor CAs in the translation of these types of calls. Appropriate portions of in-service training for CAs shall be provided by experts from the deaf and speech-impaired communities in the subject of "ASL-gloss" interpreting, deaf culture and speech-impairment. Alternatively, the provider must demonstrate that such expertise exists on staff.

##### **1.24.5.2 Professional Conduct Training (MR/S)**

CAs shall be trained to conduct themselves in a professional manner at all times and shall be instructed in the proper way to handle stressful or emotionally volatile situations or subjects.

CAs shall be required to sign and adhere to Vendor's Code of Ethics for CAs as a condition of employment. Vendor shall ensure that CA ethical guidelines are enforced and CA conduct is monitored. Vendor shall provide in their response a copy of Vendor's Code of Ethics guideline(s) and related documents.

##### **1.24.5.3 Call Process, Equipment, and Safety Training (MR/S)**

Training shall cover simulated and live on-line call handling procedures of all types of relay calls and the proper operation of relay telecommunications equipment. CAs shall be trained in proper ergonomic approaches designed to reduce the occurrence of injuries or degradation of CA job performance.

Off-line training must be provided to existing operators on any new, refresher, or modified call processing, equipment use, or safety procedures. Vendor must provide refresher training in any problem areas that arise individually from Vendor or the AGENCIES monitoring, or as the result of quality assurance testing. A quarterly schedule of off-line training, including topics of training, will be submitted to the AGENCY no less than 30 days prior to the onset of training.

**1.24.6 Confidentiality (MR/S)**

All content and specifics pertaining to all calls shall be kept totally confidential. No written or electronic script, notes, or information shall be kept or utilized beyond the duration of the call. CAs must be required at the time of hire to sign a pledge of confidentiality promising not to disclose the identity of any caller or other CA or any information learned during the course of relayed calls, either during the period of employment as a CA or after termination of employment.

CAs and supervisory personnel shall not reveal information about any call, except the minimum necessary for billing purposes or to resolve complaints. This prohibition extends to the sharing of information about call specifics, etc., with other CAs. CAs may discuss the general situation that they need assistance with in order to clarify how to process a particular type of relay call. CAs should be trained to ask questions about procedures without revealing name or specific information that will identify the caller. If a user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the CA or relay center, specific information may be disclosed by the CA to a supervisor to expedite a solution within the limits allowed by federal regulation, state statute, or other administrative or corporate regulation or policy. Vendor shall provide a description of Vendor's confidentiality policy, a copy thereof, and shall list and explain any exceptions to such policy.

When training new CAs by the method of sharing past experience, trainers shall not reveal any of the following information:

- Names, genders, or ages of the parties of the call.
- Originating or terminating points of the call.
- Specifics of the information conveyed.

Vendor shall describe how CAs will be trained in adhering to all aspects of the confidentiality requirements, information collection, retention, and disposal procedures and permissible reporting procedures.

Watching or listening to actual calls by anyone other than the relay CA is prohibited except for training, monitoring or auditing purposes or other purposes specifically authorized by the FCC, federal, state or AGENCY statute or regulation.

A CA or supervisor who, after investigation, is found to have violated the confidentiality rules and regulations shall either be terminated immediately or be given a warning and automatically terminated the second time it occurs. Vendor shall specify the policy and procedure for reviewing and disciplining for alleged violations of confidentiality.

A copy of the Confidentiality Policy shall be provided to the AGENCY and to a relay user upon request.

**1.24.6.1 Facility Design for Privacy and Confidentiality (MR/S)**

Vendor shall design and operate the relay call center in a manner that ensures the total confidentiality of calls. Relay users shall not be able to overhear CAs in adjacent workstations processing a call nor shall public access to call center facilities be allowed in a manner that compromises the total confidentiality of any relay call.

**1.24.7 Procedures for Handling Disallowed Calls (MR/S)**

In order to reduce the potential of fraudulent use of WATRS and the potential cost to the DSHS, DSHS and the Vendor will develop mutually acceptable procedures for handling disallowed or potentially disallowed calls. The procedures will include but shall not be limited to authorization by DSHS for the Vendor to terminate such calls under specific conditions and/or procedures. Procedures will be developed

for all modes of relay as necessary, and shall be designed for minimal intrusion upon allowed calls. CAs shall follow all such mutually approved procedures for handling disallowed calls.

#### **1.24.8 Obscenity Directed to the CA (MR/S)**

Vendor's response shall specify how the Vendor will train CAs to deal with situations where obscenity is directed at the CA. Vendor shall describe procedures for handling obscenity directed to the CA before, during or after relay calls.

Vendor shall allow for the transfer of callers using obscenities directed at the CA to a supervisor to determine why the caller is using obscenity and to explain that this is inappropriate.

#### **1.24.9 CA Counseling (MR/S)**

Vendor is required to outline and describe a counseling and support program that will help CAs deal with the emotional aspects of relaying calls. Vendor shall afford CAs access to either internal or external counseling and support services in a completely confidential and trustworthy manner because CAs are not allowed to talk about their calls with other CAs, friends or family. Professional, degreed staff providing CAs with this type of support must have appropriate training in coping strategies and communication disabilities, given the unique manner in which relay calls are handled and the varied needs of WATRS users. However, the CAs must not give the support person the names of the callers involved. The counseling support system must follow the confidentiality provisions listed above.

Besides the above minimum requirements for CA counseling, the vendor is encouraged to offer CAs with additional counseling services to meet unique situations. These may include: 24-hours per day access to counseling for CAs; designation of a minimum of one (1) full time staff person to organize and lead group discussions of common CA experiences and emotions; and/or other individualized counseling recommendations which the vendor may wish to make that meet or exceed the unique counseling services situations.

#### **1.24.10 Policy and Procedure Manual (MR/S)**

Vendor shall provide in their response a comprehensive outline of Vendor's CA Policy and Procedures Manual which shall include, but not be limited to, functions and roles of a relay CA, confidentiality, handling of emergency calls and calls of a highly emotional nature, disciplinary or other consequences of non compliance to policies, procedures, and standards, etc.

#### **1.24.11 Employing Qualified Staff and Persons with Disabilities (MR/S)**

Each response must include an organization chart depicting levels of management, their roles, and numbers of relay service personnel.

Vendor shall include a detailed plan which will insure the active recruitment and hiring of people with disabilities including individuals who are deaf, hard-of-hearing, speech-disabled and/or deaf-blind. Emphasis shall also be given to recruiting and hiring individuals with American Sign Language (ASL) fluency, relay service experience and with experience working within the deaf, deaf-blind, hard of hearing, and/or speech disabled community.

Vendor shall provide a hiring practices plan documenting job opportunities and hiring outreach to the deaf, hard of hearing, deaf-blind and speech-disabled community members of Washington State and copies of job descriptions for each planned position open to persons with disabilities.

Vendor shall describe the hiring goal commitment and plans for hiring disabled individuals, in particular persons with hearing loss, vision loss, or speech-disabilities in management positions within vendor's relay service operations.



The relay center shall not utilize volunteer relay operators.

## **1.25 COMMUNITY OUTREACH AND RELAY PROMOTION**

### **1.25.1 Outreach Program Overview (MR/S)**

Vendor shall design and implement a continuing community and business outreach program to educate all people about the relay service and shall include a description and implementation plan for the major elements of the outreach program. Vendor shall work with and secure the approval of the AGENCY for outreach material provided to the public, regardless of the dissemination media utilized.

Vendor shall describe how they may include television material in the outreach program. Television material must be open captioned. Television material could include segments broadcast on weekly newsmagazines or other news programs, feature stories, and specially produced public service or educational announcements. Vendor shall describe the contents and frequency of broadcasting of television materials.

Outreach materials, activities, and presentations shall include, but not be limited to, media-outlet advertisements, meetings with community organizations and WATRS users, use of generic informational pamphlets describing how to use the relay service in its various forms, 711 outreach, telephone bill stuffers, wallet cards, etc. Materials provided by Vendor to the public as part of an outreach and marketing program should be written in language understandable by a majority of the deaf community.

Provider shall work with the AGENCY and local exchange companies serving Washington State to ensure that all published telephone directories carry appropriate information about TRS.

### **1.25.1.1 Outreach Services Provided by Washington State Non-Profit Agencies or Corporations (MR/S)**

Vendor shall describe the minimum and maximum extent to which they will provide outreach services pursuant to 3.6.1, above, through legally-binding contracts with local community agencies or non-profit organizations serving the deaf, hard-of hearing, deaf-blind, or speech-impaired. Vendor shall indicate in their pricing proposal the minimum and maximum annual amounts and corresponding percentages of outreach funds Vendor will dedicate to contracts for outreach services provided by such agencies or organizations.

### **1.25.2 Customer Service and Account Manager (MR/S)**

Vendor shall supply one Customer Service and Account Manager, at a minimum of 70% of whose time shall be devoted to issues germane to WATRS services, operations, and account activities. Such Account Manager shall have at least two years experience as a TRS account manager, be located in the State, have the ability to sign fluently, and communicate effectively with individuals utilizing all types of communication modalities.

Vendor shall describe the extent of the power and authority of such a position holder to ensure compliance by all departments and areas of Vendor's company and its subcontractors to adhere to the requirements of the WATRS contract. At a minimum, the Manager shall:

- act as a point of contact between the Vendor and the AGENCY,
- be available to discuss within 24 hours problems related to billing issues or problems that relate to contract performance compliance,
- be responsible for all aspects of outreach and relay awareness,

be in charge of processing all TRS-related consumer complaints pursuant to this contract,  
and  
be authorized to act in an expeditious and efficient manner so as to avoid the need for  
escalation of  
problem handling.

### **1.25.3 Consumer Input (MR/S)**

The vendor shall solicit input on the quality of the delivery of service. The input includes compliments, suggestions, policy review and complaints. Vendor shall develop and provide to their response a plan outlining how users of WATRS will be involved in any evaluation of the service features offered with WATRS. The plan should explain methods for consumer input and how the recommendations from these evaluations will be incorporated into the policies of the relay center. Vendor shall use periodic community-wide forums as part of the community input plan. The community forums shall be planned and conducted in conjunction with organizations serving deaf, deaf-blind, hard of hearing and/or speech disabled individuals. The findings and conclusions of user evaluations shall be reported to the AGENCY or its designee on a semi-annual basis.

The evaluations shall not come from those directly or indirectly involved in operating the relay center or its corporate associates. This does not preclude the provider from conducting additional internal evaluations which use relay staff.

## **1.26 REPORTING REQUIREMENTS**

### **1.26.1 Monthly WATRS Traffic Reports (MR/S)**

Vendor shall provide monthly call traffic reports to the TRS Contract Administrator on a monthly basis. The reports shall be submitted no later than the 21st of the month following that for which service was provided.

Reports shall include but not be limited to the following:

- Total monthly conversation and session minutes
- Total monthly interstate call minutes
- Total monthly international call minutes
- Total interstate directory assistance minutes
- Total toll- free assistance minutes
- Total monthly minutes billed to the State
- Total monthly invoice cost
- Monthly number of inbound calls broken down by:
  - Total in queue
  - Total abandoned
  - Total answered
- Monthly average talk time for inbound calls and average talk time by six-hour increments per day
- Monthly average speed of answer of inbound calls by relay center answering WATRS calls and broken down by six-hour increments per day
- Monthly total of outbound calls
- Monthly number of outbound calls is mandatory, broken down by each of the following:
  - . Completed
  - . Busy
  - . No answer
  - . Local calls

- . Intrastate calls intra-LATA
- . Intrastate calls inter-LATA
- . Interstate calls originating inside Washington
- . Interstate calls originating outside Washington
- . International calls
- . General assistance calls
- . Directory assistance calls
- . Toll- free 800/888/877 calls
- . 900/976 access calls
- . Voice calls in English and their percentage of monthly total calls
- . Voice calls in Spanish and their percentage of total monthly calls
- . TTY calls in English and their percentage of monthly total calls
- . TTY calls in Spanish and their percentage of monthly total calls
- . ASCII calls and their percentage of monthly total calls
- . Hearing carryover calls to hearing carryover calls
- . VCO calls and the percentage of monthly total calls
- . VCO to VCO calls and their percentage of monthly total calls
- . Speech to speech calls and their percentage of monthly total calls
- . Spanish to Spanish calls and their percentage of monthly total calls
- . Spanish to English and English to Spanish calls and their percentage of monthly total calls

Monthly average time length of outbound calls leaving the relay center is mandatory, reported by the following type of call:

- . Voice
- . TTY
- . ASCII
- . VCO
- . VCO to VCO
- . Speech to speech
- . Spanish to Spanish
- . Spanish to English/English to Spanish
- . Other (please identify what else your system is able to track)

Daily NPA-NXX TTY and voice calls by originating prefix is desired

Monthly average call handling time including:

- . Number of seconds for call setup and call wrap-up
- . Talk time in minutes and seconds between end users

Average blockage rate by month, with supplemental reports showing total number of inbound calls per day and number of inbound calls blocked per day

Monthly average number of outbound calls by weekday and by weekend days

Complaints received by month, with a supplemental report identifying the types of complaints.

Other reports as may be required.

Changes in report format and content may be requested by the WATRS Contract Administrator. Any deviation from the report format identified in this response will be done at no additional cost to the State/AGENCY. Proposal must include sample reports reflecting the preceding information.

If any or all of the of the other desirable services are also provided by the vendor i.e. Captioned VCO Telephone Service, Internet Relay, and VRS, then reports must be provided as well.

**1.26.2 Monthly and Annual Consumer Call Complaint Log Reports (MR/S)**

Pursuant to the provisions of 3.3.12, above, infra, Vendor's designated ombudsperson shall work with the designated WATRS Complaints Officer to maintain a log of WATRS consumer complaints and shall submit to the AGENCY copies of all complaints filed regarding WATRS calls by the 21<sup>st</sup> of each month for the month preceding.

With respect to annual WATRS customer complaint logs filed with the FCC, Vendor shall provide the WATRS complaints officer with a copy of Vendor's annual complaint log no later than June 15<sup>th</sup> of each year.

**1.26.3 Monthly Outreach Activity Reports (MR/S)**

Vendor shall provide along with the call traffic detail report a report on activities conducted by the Account Manager related to any outreach activity offered by Vendor pursuant to this RFQQ.

**3.8. FUTURE SYSTEM ENHANCEMENTS AND FEATURES****3.8.1 Inclusion of and Adaption to Technological Advancements (SR)**

Vendor shall indicate in pertinent detail proprietary plans (and shall so designate such information as "proprietary") for the future inclusion of service features to achieve functional equivalency. Vendor shall also detail how Vendor's relay services platforms and features presently and prospectively include design features flexible enough to allow adaptation to technological advancements so as to achieve functional equivalency.

**3.8.2 Other Desirable Features (SR)**

The AGENCY is seeking information about any other ideas for the application of technology, products, and/or services which can be provided by Vendor that are not included in this RFQQ or required by the FCC. The AGENCY seeks to provide the best and most-cost effective TRS possible to Washingtonians and is looking for information from Vendor about technically innovative applications to achieve functional equivalency in the use of TRS comparable to the experience of a non-disabled user accessing and using the benefits and services of other telecommunications modalities and services available to them.

## **PROJECT MANAGEMENT PROPOSAL**

This section sets forth the requirements for the Project Management Response. The Vendor must respond to all items designated (MR), (MR/S) or (SR). Provide all information requested in the exact order specified below.

The response must provide sufficient information for each designated item to enable the evaluators to judge the quality of the response. Scores will be awarded based upon the content of the answers of each individual designated item and, where appropriate, information, provided by references or evaluator follow-up of items in question.

***The Project Management Response must be submitted as an individual section/volume.***

### **1.27 EXECUTIVE SUMMARY (SR)**

The executive summary should describe the Vendor's response at a high level in terms of project approach, perspective, staffing, skill levels, and overall Work Description. It should demonstrate that the Vendor understands the scope and objectives of the project.

The Vendor should describe the risks associated with this project, critical success factors and actions AGENCY should consider throughout the project. Explain why the proposed solution will support the successful completion of this project for AGENCY, and why AGENCY should select your proposed solution. This summary should give the reader a strong general overview of the management and technical responses of the Vendor.

***Scores for this section will be based upon, but not limited to, the degree to which the executive summary demonstrates that the Vendor understands AGENCY's needs and is consistent with the goals and objectives of the project, the degree to which project risks and critical success factors are identified and addressed, the overall strength of the summary in terms of completeness and depth, the Vendor's ability/willingness to partner and ensure skills transfer, the Vendor's flexibility and creativity, and the Vendor's ability to prove a case for action.***

### **1.28 VENDOR INFORMATION (MR)**

- State the business name, address, principal place of business, telephone number, and fax number of legal entity or individual with whom contract would be written.
- Provide the names, addresses, and telephone numbers of principal officers (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
- Specify the legal status of the Vendor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- The bidder must certify that their organization will be licensed to do business in the State of Washington on or before the date of contract execution.
- The bidder must be a registered telecommunications company with the Washington Utilities and Transportation Commission (WUTC). The bidder shall provide proof of such registration.
- Provide current audited financial statements or equivalent, to include at a minimum, an income statement, a statement of cash flow, and a balance sheet. Also provide any additional information (limited to 25 pages) which will demonstrate your organizations financial strength and stability.
- Describe the proposing organization including size, areas of specialization and expertise, client base, and any other pertinent information in such a manner that the proposal evaluators may

reasonably formulate a determination about the stability and financial strength of the proposing organization.

- Include the Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- State the location of the facility from which the Vendor would operate.
- If the Vendor or any party named previously contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and description and/or other information available to identify the contract.
- If the Vendor or any party named previously was an employee of the State of Washington during the past 24 months, or is now an employee, identify the individual by name, the agency previously or currently employed by, job title or position held and separation date.
- Vendors which employ or have on their governing board State employees or former State employees, as of the date of their proposal, shall identify such persons and their position and responsibilities within the Vendor's organization. If following a review of this information, it is determined by the AGENCY that a conflict of interest exists, the Vendor may be disqualified from further consideration for the award of a contract.

## **1.29 EXPERIENCE OF THE VENDOR (MR/S)**

Present an in-depth discussion and graphic representation of the Vendor's specific experience in the performance of completed projects that meet the criteria of this RFQQ. Clearly describe the scope and scale of those projects. Describe why your experience positions your firm as the best candidate for this project. The desired format for an experience matrix is below.

### **1.29.1 Experience Completing Projects of Similar Size (MR/S)**

Describe your experience in the last five years in providing systems and completing projects of a similar size and scope to the system and project proposed.

### **1.29.2 Experience Providing Systems for TRS (SR)**

Describe your experience in the last five years in providing systems and completing projects for Telecommunications Relay Services.

*Scores for this section will be based upon, but not limited to, the degree to which the Vendor demonstrate direct experience with all aspects of projects that meet the criteria of this RFQQ. Importance is given to the specific project role the Vendor/subcontractor has performed, as well as the scope and complexity of the projects in which the Vendor/subcontractor has participated. Both depth and breadth of experience is important.*

### **1.29.3 Customer References (MR/S)**

(MR/S) Provide **two** or more references of non-vendor owned customers with whom the bidder has completed Telecommunications Relay Services projects in the preceding five years of similar size to the project proposed in response to this RFQQ. Give the following information:

- Customer name;
- Customer business address;
- Name, title and telephone number of customer contact;
- Contract cost; and
- Description of the project.



The AGENCY may, at its option, contact other Vendor customers for references, by telephone or other means, and evaluate the Vendor based upon these references.

The AGENCY considers references to be extremely important. The references and other related referrals may be contacted during the evaluation of the Vendor's response.

*Scores for this section will be based upon the reference provided and other related information.*

### **1.30 CONTRACT PERFORMANCE (MR)**

The response for each of the following two items must either indicate that no such terminations occurred in the five (5) years prior to due date of this procurement or, if such terminations have occurred, provide full details regarding such termination. Details must include a summary of the problem; the other party's name, address, and telephone number; the Vendor's or subcontractor's position on the matter; and the ultimate disposition of the matter.

By providing the information required the Vendor authorizes the AGENCY to contact the listed entities regarding contract performance.

The AGENCY will evaluate the facts and may, at its sole discretion, reject the Vendor's response if the facts discovered indicate that completion of a contract resulting from this procurement may be jeopardized by selection of the Vendor.

#### **1.30.1 Termination for Default (MR)**

Termination for default is defined as notice to stop performance due to the Vendor's or subcontractor's nonperformance or poor performance and the issue was either (a) not litigated due to (1) inaction on the part of the Vendor or subcontractor or (2) settlement or (b) litigated and such litigation determined the Vendor or subcontractor to be in default.

#### **1.30.2 Early Terminations (MR)**

Describe all contracts of the Vendor or subcontractor which, in the last five (5) years, were terminated prior to the expiration dates, wherever such agreements were subject to settlement agreements and describe the reasons for such early termination.

#### **1.30.3 Performance Bond (MR)**

Vendor shall purchase and supply, at no cost to the AGENCY, a contract performance bond in accordance with the terms and conditions of an executed contract between Vendor and AGENCY.

*Vendor must acknowledge and agree to the above condition.*

### **1.31 VENDOR SUPPORT**

#### **1.31.1 Traffic Reports (MR/S)**

In addition to any information that will be required to be reported to the AGENCY, the provider shall provide to the AGENCY (ODHH) the following written reports on a monthly basis.

Reported by the NPA, total daily and monthly:

Number of incoming calls broken down into the following categories: Abandoned; general assistance and associated with outgoing those three incoming categories broken down

between TTY, ASCII and Voice. TTY and ASCII calls shall be broken down between VCO and HCO and others.

Number of outgoing calls (broken down, completed, busy, no answer, disconnected.). Also broken down between these following categories: local, intrastate toll, interstate toll, international toll, 800 calls, directory assistance calls, calls handed off to other IXC's.

Average daily and monthly blockage rate.

Average daily and monthly answer time, range of answer times for the month.

Average daily and monthly number of calls in queue (caller is receiving a ringing, waiting to be answered by a CA).

Average daily and monthly length of incoming calls (reported to the nearest full second), broken down into answering by a CA, call set up, call duration, and call wrap up.

Total daily and monthly number of completed outgoing calls of the following lengths:

- 0-5 minutes
- 5+ - 10 minutes
- 10+ - 15 minutes
- 15+ - 20 minutes
- 20+ - 30 minutes
- 30+ - 40 minutes
- 40+ - 50 minutes
- 50+ - 60 minutes
- 60+ minutes

Usage patterns (number of calls and average length of incoming and outgoing calls by hour in one hour increments) by hour of day and day of week.

All of the above shall be reported to the AGENCY no later than 21 calendar days after the close of each month.

Both electronic and written production of the above information is required.

The provider will submit the reporting format that will be used to provide all of the above information.

The provider must include information on its capability to provide ad hoc reports including new information in the providers system's database or new formats for existing information.

On an annual basis, the vendor must provide forecasted usage figures and costs to the AGENCY for the upcoming year for use in the annual program budget.

Reconciliation between billing units and traffic data reported for month.

Budget statement submitted to the AGENCY that shows a breakdown of the costs associated with program services and training.

### **1.31.2 Other Reporting Requirements (MR/S)**

The provider shall report quarterly to the AGENCY (ODHH) the results of the user evaluations conducted in accordance with "Community Input" section of this RFQQ.

The provider shall provide monthly summary reports to the AGENCY (ODHH) regarding numbers of complaints received and topic areas of the complaints including at least the following categories:

- Blockage
- Slow answer time
- CA typing speed or accuracy
- Clarify/understandability of CA
- Noise on line
- Explanation of how relay works/general information

**1.31.3 Plan for Service Start Up Documentation (MR/S)**

The response must include a detailed plan for fully implementing the WATRS by **June 27, 2005**. The plan must describe how the transition from the existing WATRS carrier to the new contractor will be accomplished and implemented. The plan shall allow time for adequate advertising necessary to notify and educate relay users about the change; set forth procedures for notifying and educating relay users about the change; and include a timeline that sets forth critical dates for major steps in the implementation process from contract award date to start date. There will be no separate payment to the contractor for costs associated with the start up phase. The contractor should include start up costs when calculating the prices submitted in Chapter 5.

The response must also include a provision for transitioning the existing telephone numbers referenced in Section 3.1.4 for this new service.

## **FINANCIAL/CONTRACTUAL PROPOSAL**

This section sets forth the requirements for the Financial/Contractual Response. The Vendor must respond to all items designated (MR), (MR/S) or (SR).

The response must provide sufficient information for each designated item to enable the evaluators to judge the quality of the response. Scores will be awarded based upon the content of the answers of each individually designated item and, where appropriate, information provided by references or evaluator follow-up of items in question.

***The Financial/Contractual Response must be submitted as an individual section/volume.***

*Vendor may label some or all information contained in the Financial/Contractual Response as "Proprietary". Vendor acknowledges that the AGENCY may be required to disclose pursuant to public disclosure rules certain contract related costs, such as the Cost per Conversation Minute. The AGENCY, however, shall always inform Vendor of the pending public release of information that has been designated as "Proprietary" pursuant to a public disclosure request and the nature of the information requested to be disclosed.*

### **1.32 TRANSMITTAL LETTER (MR)**

The letter must be written on the Vendor's official business letterhead stationery. The letter must be signed and dated by an individual with full authority to legally bind the entity submitting the response to this RFQQ. It must include specific items in the order shown below:

- An itemization of all materials and enclosures being provided with the response;
- A reference to all RFQQ amendments received by the Vendor (by amendment issue date) to warrant that the Vendor is aware of all such amendments, if any. If no RFQQ amendments have been issued, the Vendor should so state;
- A statement that the Vendor believes the proposed solution meets all the mandatory requirements set forth in the RFQQ document and its amendments, if any;
- A statement that the Vendor acknowledges and agrees to all of the rights of AGENCY including the RFQQ rules and procedures, terms and conditions and all other rights and terms specified in this RFQQ, including any amendments; and
- A listing, by section, of any proposed contract changes.

The Vendor may include any other topics or statements in the letter as the Vendor deems appropriate and wishes to convey to the AGENCY.

***The copy of the Transmittal Letter should be the first item in the Financial/Contractual Response.***

### **1.33 CERTIFICATIONS AND ASSURANCES (MR)**

The certifications and assurances form is included as **Attachment C**. An authorized representative of the Vendor must sign the Certifications and Assurances form.

***The Certifications and Assurances form must be the next item in the Financial/Contractual Response.***

### 1.34 CONTRACT ACCEPTANCE (MR)

As stated in the RFQQ Section entitled **Contract**, the ASV is expected to enter into a contract that is substantially in agreement with the sample contract shown in **Attachment F**. Vendor's transmittal letter (see above) must identify those contract paragraphs that it wishes to modify, and show the suggested modifications. Although the modifications may not necessarily be accepted by the AGENCY, they will be the only ones that will be subject to discussion during contract negotiation. The AGENCY reserves the right to open other paragraphs for discussion and only the AGENCY can exercise this right.

*Vendors must indicate agreement with this section and state if any contractual issues have been addressed in their transmittal letter.*

### 1.35 IDENTIFICATION OF COSTS (MR/S)

In this section of the proposal, the Vendor is to identify all costs including expenses to be charged for performing the tasks necessary to accomplish the objectives of the contract. The Vendor is to submit a fully detailed and itemized budget including staff costs and any non-labor expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Vendor shall clearly indicate in this section the monetary breakdown in cents on the dollar the itemized costs contribute towards the total quoted price per minute for both Basic Services and Optional Services. Such itemized costs shall include but not be limited to costs such as CA labor costs, costs of typing speeds in 15 words per minute increments up to 60 WPM, cost of typing speed in 5 words per minute increments up to 75 wpm, network access, network maintenance, CA training, monthly report generation, etcetera. Vendor shall clearly mark such information as "Proprietary".

Vendors are required to collect and pay Washington State sales tax, if applicable.

See also Section 5.7, Subcontractors, below.

#### 1.35.1 Pricing for Basic Services (MR/S)

Basic Services include all services necessary to implement Technical Proposal Specifications which are mandatory. Mandatory Requirements are labeled (MR) and (MR/S) in the Technical Proposal Specifications. Basic Services pricing does not include the cost of Account Manager Services, Community Outreach, and Television Media Services as well as pricing for Optional Services.

Price per call minute shall be based on conversation minute basis. For purposes of calculating and rendering bills for relay services to that state, billable minutes is the elapsed time for intrastate (local and intrastate toll) calls between the time the called party and calling party are able to converse and at the time one of the users disconnects. Time for each conversation shall be recorded to the nearest hundredth of a minute; all conversation times for each calendar month shall be added and rounded to the nearest minute and this total shall be the amount of time billed to the state.

#### 1.35.2 Basic Service Quotation (MR/S)

Price in response to this RFQQ and ultimate reimbursement to the provider(s) will be based on a price per call minute. A call minute shall be priced on a Conversation Minutes Basis.

#### CONVERSATION MINUTES BASIS:

Price Per Call Minute = \$ \_\_\_\_\_

### 1.36 PRICING FOR OPTIONAL SERVICES

Optional Services include all services necessary to implement Technical Proposal Specifications which are scored and to which the bidder has responded to in their Technical Proposal. Score specifications are labeled (SR) in the Technical Proposal Specifications.

Pricing for Optional Services is on a per minute or per month basis. DSHS will choose which Optional Services it wishes to have implemented and will pay only for the chosen Optional Services.

#### 1.36.1 Optional Services Price Quotation (MR/S)

Complete the price quotation matrix below for each Mandatory Requirement/Scored (MR/S) and Scored Requirement (SR) item in the Technical Proposal Specifications to which you have responded in your Technical Proposal.

DESCRIPTION	PRICE
Video Relay Services	\$(per minute)
Captioned Telephone with VCO	\$(per minute)
Internet Protocol-based Relay Services	\$(per minute)
Account Manager	\$(per month)
Community Outreach	\$(per month)*
In-state Call Center	\$ (limited to price per minute for a 3 year period only)
Television Media	\$(annual cost)

**\*Vendor shall indicate in their pricing proposal the minimum and maximum annual amounts and corresponding percentages of outreach funds Vendor will dedicate to contracts for outreach services provided by such agencies or organizations**

### 1.37 PRICING ALL INCLUSIVE (MR)

DSHS will not pay any vendor costs or charges associated with services provided which are not included in the quoted prices. All quoted prices, including prices for optional services and Vendor discounts, shall remain fixed for the duration of the three year contract executed as a result of this RFQQ. No changes in prices or services may occur during that time, unless related to services mandated by the FCC and only for specific service items agreed to by the AGENCY in writing. Proposed price changes shall be accompanied by documentation supporting in sufficient detail to the AGENCY's satisfaction justification for such increases. The AGENCY reserves the right to accept or reject any proposed price changes, in the best interest of the State of Washington.

If the AGENCY elects to exercise its contract renewal options for additional optional Years Four and Five, changes in proposal prices shall be at a rate not to exceed the Producer Price Index (PPI) established by the Department of Labor, Bureau of Labor Statistics, for the applicable PPI measurement period in which the price proposal changes are to be effective. All information regarding proposed price changes due to contract renewal shall be submitted to the AGENCY at least 180 calendar days prior to the proposed date of imposition of any such change. If accepted, such price changes shall be effective on the first day of the contract renewal period.



**1.38 SUBCONTRACTORS (MR)**

If one or more subcontractors certified by the Office of Minority and Women's Business Enterprises are proposed, the Vendor must set out in the Cost Proposal the portion to be paid to the certified MBE and/or the WBE firm. Costs for subcontractors, which are not certified, are also to be broken out separately.

*Vendor must acknowledge and agree to the above condition.*

**1.39 TERMINATION OF ASSIGNED STAFF (MR)**

AGENCY may, with one (1) working day written notice, request immediate replacement of a member of Contractor staff assigned to this project.

*Vendor must acknowledge and agree to the above condition.*

## EVALUATION AND CONTRACT AWARD

Evaluation will be based only upon information provided, or associated, with the Vendor's response. In light of this requirement, Vendors should take every precaution to assure that references can answer all pertinent questions posed of them and that answers to RFQQ requirements are complete.

### 1.40 EVALUATION PROCESS

Proposals will be evaluated strictly in accordance with the requirements set forth in this RFQQ and any addenda that may be issued. All proposals will be reviewed by the RFQQ Coordinator for completeness and compliance with the administrative requirements and instructions specified in this RFQQ. Responsive proposals will advance to the evaluation teams. Please use the checklist provided in Attachment A for your convenience. Proposals that fail to provide specific information to adequately describe their response to any question contained in this RFQQ will be deemed non-responsive and shall be rejected. A response of "will comply" or "meets requirement" is not sufficient and will be deemed non-responsive. The RFQQ Coordinator or a designated evaluation team member may contact the vendor for clarification of any portion of the vendor's proposal. Only proposals meeting the requirements will advance for further evaluation. If all responding Vendors fail to meet any single mandatory item, AGENCY reserves the following options:

- Cancel the RFQQ
- Delete the mandatory item

### 1.41 POINTS OF CLARIFICATION

While AGENCY reserves the right for its evaluation teams to contact Vendors for clarification, Vendors should not assume that deficient answers will result in clarification requests. **The right of clarification is not a Vendor's right, it is AGENCY's right and AGENCY expects to be very stringent in the exercise of this right.**

### 1.42 REFERENCE CHECKS

The AGENCY reserves the right to obtain information concerning the proposal pertinent to this RFQQ from any and all sources, and to consider such information in evaluating the responses and selecting the Apparently Successful Vendor.

### 1.43 AWARD BASED ON MULTIPLE FACTORS

The evaluation process is designed to award the contract to the Vendor whose proposal best meets the requirements of this RFQQ. The final selection, if any, will be based upon the evaluation committee's recommendation after analysis of the technical, management, and cost elements of the proposal, and, oral presentations, if required. Evaluation criteria will include such elements as:

- Understanding of project requirements
- Proposed project approach and methodology
- Quality of work plan
- Feasibility of proposed schedule
- Description of deliverables
- Project team structure/internal contracts
- Firm's relevant experience

- Staff qualifications and experience
- References

## **1.44 EVALUATION, SCORING AND CRITERIA**

### **1.44.1 Initial Screenings Qualitative Review and Scoring**

Responses that pass the Administrative and Mandatory Screenings will be evaluated and scored based upon Vendor's answers to the specific requirements of the RFQQ. The evaluators will consider how well the Vendor's proposed solution meets the requirements. It is important that the responses be clear and complete, so that the evaluators can adequately understand all aspects of the proposal.

### **1.44.2 Overall Score Determination:**

The following weights will be assigned to the proposal for evaluation purposes:

Functional/Technical Proposal	40 Percent
Project Management Proposal	20 Percent
Financial/Contractual Proposal	40 Percent

<b>Total for Written Proposals</b>	<b>100 Percent</b>
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The scores for the first three elements will be used in the selection of finalist Vendors. The finalist Vendors may be asked to present a prototype, demonstration, and/or participate in a final interview. Points for the oral presentation will be added to points previously awarded to determine the Apparently Successful Vendor. The Apparently Successful Vendor may be asked to submit to a site visit to a call center facility

The responses will be evaluated strictly in accordance with the requirements set forth in this RFQQ and any amendments thereto.

### **1.44.3 Evaluation Points**

The evaluation will be based only upon the response and not upon the evaluator's external experience with, or perception of, the Vendor, or upon Vendor presentations made prior to the release of this document.

Each scored item will be awarded points by each evaluator or by the team in total. Points will be assigned based upon the evaluator's interpretation of the effectiveness and efficiency of the Vendor's response to each requirement. In addition to the point score assigned (see listing below) each scored item is assigned a weighting value. The score of the evaluators will be multiplied by the weighting to give the weighted score.

The evaluation teams will score independently of other teams. Upon completion of team scoring, the scores will be given to the RFQQ Coordinator. Scoring will be based upon a scale of zero (0) to four (4), with those scores being defined as follows:

- 0 Failing - Feature or capability is non-responsive or clearly inadequate to that which is average.  
For a mandatory requirement, it will result in disqualification of the Vendor's response.
- 1 Below Average - Feature or capability is substandard to that which is average.
- 2 Average - This is the baseline score for each item with adjustments based upon the evaluator's interpretation of the Vendor's response.
- 3 Above Average - Feature or capability are better than that which is average.
- 4 Exceptional - Feature or capability is clearly superior to that which is average.

#### 1.44.4 Evaluation Teams

The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the AGENCY, which will determine the proposal most responsive to the requirements stated in this RFQQ. The RFQQ Coordinator will not serve as an evaluator, but may develop information for presentation to the teams. Proposals will be evaluated strictly in accordance with the requirements set forth in this RFQQ and any addenda that are issued. The team evaluations will progress independently of each other, without cross-dissemination of evaluation results (except when a proposal is rejected as non-responsive). Certain individuals may serve on more than one team. In such cases, they will not share any team scores with members of another team.

##### 1.44.4.1 Functional/Technical Team

This team will conduct the functional/technical evaluation using the Functional/Technical Responses and related supporting documentation. The team can develop questions or comments that will be forwarded to the other teams as part of the evaluation process.

The final score for the functional/technical evaluation will be computed by dividing the Vendor's raw functional/technical score by the highest raw functional/technical score received by any responder. The result of this calculation will be multiplied by the overall functional/technical points available.

##### 1.44.4.2 Project Management Team

This team will conduct the project management evaluation using the Project Management Responses and related supporting documentation. The project management team can develop questions or comments that will be forwarded to the other teams as part of the evaluation process.

The final score for the project management evaluation will be computed by dividing the Vendor's raw project management score by the highest raw project management score received by any responder. The result of this calculation will be multiplied by the overall project management points available.

##### 1.44.4.3 Financial/Contractual Team

This team will evaluate Financial/Contractual Responses and related supporting documentation. The team can develop questions or comments that will be forwarded to the other teams as part of the evaluation process.

The final score for the financial/contractual evaluation will be computed by dividing the lowest responsive net financial cost by the Vendor's net financial cost. The result of these calculations will be multiplied by the overall financial points available. See the example below:

**Example:** Total points for cost section equals 40

Lowest bid = \$20,000

Vendor's bid = \$25,000

\$20,000 divided by \$25,000 = 0.80 (80%)

0.80 times 40 points possible = 32 points for the cost proposal

#### 1.44.5 RFQQ Final Score Compilation

The final score shall be computed by the RFQQ Coordinator and shall be the sum of the Functional/Technical, Project Management, and Financial/Contractual scores.

#### 1.45 SELECTION OF APPARENTLY SUCCESSFUL VENDOR

The evaluation process is designed to award the contract not necessarily to the Vendor of least cost but rather to that Vendor with the best combination of attributes based upon the evaluation criteria, with the best value. The AGENCY is seeking the highest quality solution that can be delivered in the required time frame.

The RFQQ Coordinator will review the final scores and recommend to AGENCY management the Apparently Successful Vendor based upon the above criteria. A notice of intended contract award will be faxed and mailed to the Apparently Successful Vendor. Other Vendors will be notified the same day by fax of the AGENCY's selected Vendor.

#### 1.46 DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Vendors who submitted a proposal that was not selected will be given the opportunity for a debriefing conference. The RFQQ Coordinator must receive the request for a debriefing conference within three (3) business days after the Notification of Unsuccessful Vendor letter is faxed to the Vendor. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Vendor's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### 1.47 PROTEST PROCEDURE

Protests may be made only after AGENCY has sent notification to the Apparently Successful Vendor and to the unsuccessful bidders. This procedure is available to Vendors who submitted a response to this solicitation document and who have participated in a debriefing conference.

Vendors protesting this procurement shall follow the procedures described herein. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Vendors under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. You must mail or hand deliver your protest to the RFQQ Coordinator using the same mailing or delivery address provided in this RFQQ for submitting your proposal. *Protests may not be submitted by fax or email.* AGENCY must receive the written protest within five (5) business days after the debriefing conference.

The Vendor submitting a protest must post a bond or cashier's check in the amount of \$250,000 (Two-hundred fifty thousand dollars U.S.). The bond will be used to cover the costs and damages associated with a protest. ("Protest" includes both the administrative review process and any further legal action. "Costs" includes the cost of processing the protest and defending the Agency decision. "Damages" means the extra costs incurred by the Agency as a result of delay of final determination of the successful vendor due to the protest.) If costs and damages exceed the amount of the bond following resolution of the protest in the Agency's favor, the Vendor will remain liable for the excess amount. If costs and damages are less than amount of the bond following resolution of the protest in the Agency's favor, the remaining funds will be returned to the Vendor. If the protest is successful, the entire amount of the bond will be returned.

The protest must state the grounds for the protest with specific and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included.

All protests shall be addressed to the RFQQ Coordinator. At a minimum, the protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;
- The RFQQ number and name of the issuing agency;
- A detailed and complete statement of the specific action(s) by DSHS under protest;
- The grounds for the protest;
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of an evaluator;
- Errors in computing the score;
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Upon receipt of a protest, a protest review will be held by the AGENCY. The RFQQ Coordinator will forward your protest to the AGENCY designated Protest Coordinator with copies of the following:

- this RFQQ and any amendments,
- your proposal,
- the evaluators' scoring sheets, and
- any other documents showing evaluation and scoring of your proposal.

In the event a protest may affect the interest of another Vendor which submitted a proposal, such Vendor will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

AGENCY will follow these procedures in reviewing your protest:

AGENCY will conduct an objective review of your protest, based on the contents of your written protest and the above materials provided by the RFQQ Coordinator.

AGENCY will send you a written decision within five (5) business days after AGENCY receives your protest, unless more time is required to review the protest and make a determination. The protesting Bidder will be notified by the RFQQ Coordinator if additional time is necessary.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be substantially in compliance and reject the protest; or
- Find merit in the protest and provide the AGENCY options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful vendor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.



## ATTACHMENTS

### 1.48 ATTACHMENT A - CHECKLIST FOR RESPONSIVENESS

- ☐ Letter of Intent was submitted on or before the due date.
- ☐ Proposal was submitted on or before 4:00 p.m. on or before the due date.
- ☐ Required number of proposal copies were submitted.
- ☐ Proposal is placed in binders with tabs separating the major sections of the proposal. The four major sections shall include:
  - ☐ Letter of Submittal
  - ☐ Functional/Technical Proposal
  - ☐ Project Management Proposal
  - ☐ Financial/Contractual Proposal
- ☐ Proposer meets minimum qualifications, which are:
  - ☐ Licensed to do business in the State of Washington
  - ☐ The Vendor must have at least five year's experience through a contract with two or more individual states for the design, operational management, and provision of telecommunications relay services to persons who are deaf, deaf-blind, hard of hearing, and speech-impaired pursuant to applicable federal telecommunications statutes, regulations and orders governing TRS.
  - ☐ Functional Area One – TELECOMMUNICATIONS RELAY
    - Vendor must meet all minimum standards and regulations relating to TRS as promulgated by the Federal Communications Commission in 47 C.F.R. Section 64.601 et seq., and applicable FCC Rule and Orders.
    - Vendor must provide all necessary facilities, equipment, software, circuits, telephone service, staff, training, implementation, operational management, billing, testing, reporting and other program elements as may be needed for the provision of TRS.
    - Vendor must have the capability of providing Internet-based Relay Services in accordance with FCC regulations on a 24-hour, 7 days per week, 365 days per year basis.
    - Vendor must provide fully functional SS7 or an operationally better signaling system capability for calls within their network and possess the ability to transfer calls outside their network with all call information.
  - ☐ Functional Area Two – Video Relay Service (VRS) (Optional Pricing)
    - Vendor must have a minimum of six months experience providing FCC-compliant Video Relay Services on a nationwide availability basis.
  - ☐ Functional Area Three – Captioned Telephone with VCO (Optional Pricing)
    - Vendor must be have a demonstrated capability of providing Captioned Telephone with VCO (also termed as Enhanced VCO with Voice Recognition or as “CapTel®”) services and features.
  - ☐ Functional Area Four – In-State Call Center for WATRS Call Traffic (Optional Pricing)
    - Vendor must have demonstrated experience and capability to provision for and implement an operational call center in the state of Washington within 12 months of the Vendor providing telecommunications relay services to the state of Washington at a seating availability level to be negotiated pursuant to pricing terms indicated in Vendor’s Pricing Offer for Functional Area Four.

- ☐ Proposal demonstrates that the proposer is capable/responsible to provide the services.
- ☐ Functional/Technical Proposal is essentially responsive to core requirements of the RFQQ and does not impose conditions that would modify the RFQQ.
- ☐ Project Management Proposal is essentially responsive to core requirements of the RFQQ.
- ☐ Financial/Contractual Proposal is essentially responsive to core requirements of the RFQQ.
- ☐ Letter of Submittal and Certifications and Assurances were signed by an individual authorized to bind the Proposer to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the sole proprietor if a sole proprietorship.
- ☐ If Minority- and Women-Owned Business participation is being claimed, a certification from OMWBE is included.
- ☐ The Letter of Submittal included a statement that a Certificate of Insurance would be provided as a condition of award.
- ☐ Required number of references were provided.

## 1.49 ATTACHMENT B - DEFINITIONS

The following terms which appear in this RFQQ have the meaning that is defined below for the purposes of this RFQQ:

**Apparently Successful Vendor (or Bidder)** - A vendor (or bidder) selected as having submitted a successful proposal, based on the final determination of DSHS management taking into consideration the bidder's final proposal score and which proposals best meet the needs of DSHS. The term refers to that Vendor whose response is judged to be the best combination of attributes based upon the evaluation criteria. The Vendor is considered an "Apparently" Successful Vendor (ASV) until a contract is finalized and executed.

**Agency** – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFQQ or its designee agencies administering this contract.

**Bidder** – See “Vendor or Bidder” definition, below.

**Business Days and Hours** – Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

**Contractor** – Individual or Company Vendor whose proposal has been selected by the AGENCY’S evaluation process and is awarded a formal, fully executed, written contract to provide specific services.

**Issue** - To mail, post, or otherwise release this RFQQ as a public document to interested parties.

**Key Personnel** – Staff being proposed to do the work under this proposal.

**Proposal** – All material prepared and assembled by a bidder, and which the bidder submits in response to this RFQQ.

**Protest** – An objection by the bidder, in writing, protesting the results of this RFQQ, and which complies with all requirements of this RFQQ.

**RCW** – Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute(s).)

**Requirements: MR** – A mandatory requirement (MR) is an essential AGENCY need that must be met by the responder. Mandatory requirements are rated as pass or fail. AGENCY will eliminate from the evaluation process any responder not fulfilling all mandatory requirements or not presenting an acceptable alternative.

**Requirements: MR/S** – A mandatory requirement (MR/S) is an essential AGENCY need that must be met by the responder. Mandatory requirements are first rated as pass or fail and then scored. AGENCY will eliminate from the evaluation process any responder not fulfilling all mandatory requirements or not presenting an acceptable alternative. The detailed response to (MR/S) specifications will then be evaluated by the evaluation teams and will be scored from zero (0) to the maximum points available for the specification.

**Requirements: SR** – A scored requirement (SR) is an essential AGENCY need that should be met by the responder. Vendors are required to respond to all scored requirements. Because scored requirements

represent the minimum acceptable level the agency will accept; they are evaluated and scored on a scale as defined in RFQQ Section entitled **Evaluation Points**.

**Responder** – Vendor submitting a response to a specific RFQQ in order to obtain a contract with AGENCY.

**Response or Proposal** – A formal “offer” made by the responder submitting the information required by a specific RFQQ section.

**RFQQ** – The Request for Qualification/Quotation is used as a solicitation document in this procurement, as well as all amendments and modifications thereto. The RFQQ is a documented formal procurement process providing Vendors an equal and open opportunity to compete on AGENCY contracts. The term also refers to this RFQQ document.

**RFQQ Coordinator** - The person named in this RFQQ as the RFQQ Coordinator, or the RFQQ Coordinator's designee within Central Contract Services. This person shall be sole point of contact within DSHS regarding this RFQQ for potential bidders and other interested parties.

**Statement of Work** - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.

**Submit** - To deliver to the DSHS RFQQ Coordinator any of several documents described in this RFQQ and in the manner specified in this RFQQ.

**Vendor or Bidder** – An individual, public or private agency, organization, or corporation, or other entity submitting a proposal for the provision and sale of services in response to this RFQQ. The term shall also refer to Vendor's employees and agents and shall also include any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

**WAC** – Washington Administrative Code (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.).

**You** – The person, agency, or organization requesting a copy of this RFQQ or submitting a proposal in response to this RFQQ.

## **TELECOMMUNICATIONS RELAY SERVICE DEFINITIONS/ACRONYMS**

This section of the RFQQ lists and defines terms that fall within the scope of relay service and may be utilized within this RFQQ or by Bidders in their RFQQ response. The following terms, when so used, are to have the meanings shown below:

**711** – The abbreviated dialing code for accessing relay services anywhere in the United States (subject to 711 access waivers granted by the FCC).

**2-Line VCO** – a feature that allows a deaf or hard of hearing customer to speak directly into standard phone via the Relay and to be able to receive responses typed in text by the Communication Assistant (CA). This feature is effective only with the use of two separate telephone lines, with one line having three way calling service enabled by the local telephone company. The line with three way calling allows the deaf or hard of hearing consumer, standard phone user, and CA to be connected together.

On the second line, the CA listens to the conversation only and types what the standard phone user voices. 2-Line VCO users must be able to initiate or receive the 2-Line VCO call.

**2-Line HCO** – a feature that allows a speech-disabled customer to hear directly into standard phone via the Relay and in reply, the CA speaks the text as typed on a TTY or other appropriate equipment by the person with the speech disability. This feature is effective only with the use of two separate telephone lines, with one line having three way calling service enabled by the local telephone company. The line with three way calling allows the speech-disabled consumer, standard phone user, and CA to be connected together. On the second line, the CA listens to the conversation only and speaks what the speech disabled phone user types. 2-Line VCO users must be able to initiate or receive the 2-Line VCO call.

**ABANDONED CALL** – An incoming call reaching the relay service center but not answered by a Communications Assistant (CA).

**ADA** – The Federal Americans with Disabilities Act.

**ASCII** – An acronym for American Standard Code for Information Interchange, which employs an eight bit code and can operate at any standard transmission baud rate including 300, 1200, 2400 and higher.

**ASL** – American Sign Language, which is a visual language to convey linguistic meaning based on hand shapes, position, movement, and orientation of the hands in relation to each other and the body, as well as facial expressions and body positioning.

**ANI** – Automated Number Identification (ANI). ANI is the telephone number of the line initiating a call. The number is identified by the switch and passed over the network to the CA workstation.

**ANSWERING MACHINE or VOICE MAIL RETRIEVAL** – a feature that allows callers to retrieve their answering machine or voice mail messages through the CA.

**AVERAGE SPEED OF ANSWER (ASA)** – ASA measures the average time it takes the call to reach the CA position from the relay center call controller switch.

**BAUDOT** – a seven-bit code, only five of which are information bits. Baudot is used by text telephones to communicate with each other, often at a 45.5 baud rate.

**BILLABLE MINUTES (CONVERSATION MINUTES BASIS)** – For the purpose of calculating billing for the relay service to the state pursuant to this RFQQ, billable minutes shall be on a conversation minutes basis.

For purpose of identifying and applying billable minutes, a conversation minute consists of the time period from when the relay originator is connected to the called party's number until the moment two parties disconnect. In accordance with standard TRS practice of billing under the conversation minutes approach, this includes the first relayed connection to an answering machine or a voice menu, but not the subsequent call to the same number to leave the caller's message. Billable conversation minutes do not include the time in queue (call is ringing, waiting for the call to connect to the other phone number), call set-up, call wrap-up, or calls that have reached numbers that are busy or receive no answer.

**BLOCKED CALL** – Any call that arrived at the Contractor's switch, but was not answered due to a continuous ring, network (busy) signal, and/or in queue (or any other form of holding a call that has reached the Contractor's network) for more than 90 seconds, while waiting for a Relay operator to be

connected to the call and begin to interact with the calling party.

**BRANDING OF CALL TYPE**– The ability to answer the incoming call based on the customer's communication mode (i.e. ASCII, HCO, Spanish, VCO, Voice or TTY) and relay features preferences. This is often done on a permanent basis unless the customer requests a change.

**CALLER ID** – When a TRS facility is able to transmit any calling party identifying information to the public network, the TRS facility must pass through, to the called party, at least one of the following: the number of the TRS facility, 711, any applicable WATRS 800/877/888/900 number, or the 10-digit number of the calling party.

**CALL RELEASE** – A TRS feature that allows the CA to sign off or be “released” from the telephone line after the CA has set up a telephone call between the originating caller and a called party because the called party can only be reached through a voice-only interface. For example, it allows a CA to set up a TTY-to-TTY call that once set up does not require the CA to relay the conversation. The call release feature allows the CA to sign-off or be "released" from the telephone line, without triggering a disconnection between two TTY users, after the CA connects the originating TTY caller to the called party's TTY through, *e.g.*, a business switchboard.

**CALL SET-UP** – The time period when a CA is connected to the originating caller to the moment the relay call is connected to the called party. This includes the preparation process (dialing, ringing, and status report). Once the caller and called party are connected, this ends the call set-up.

**CALL WRAP-UP** – The time period when one of the two relay parties disconnects to the moment the CA disconnects the last party.

**CALL DURATION** – The time period when a relay call is in place between the originating caller and the called party, which is the actual length of time between the set-up and the call wrap-up.

**CAPTIONED TELEPHONE VCO SERVICE (ALSO CALLED “ENHANCED VCO SERVICES WITH VOICE RECOGNITION”)** – uses a telephone that looks similar to a traditional telephone but also has a text display that allows the user, on one standard telephone line, to both listen to the other party speak and simultaneously read captions of what the other party is saying. The CA workstation utilizes voice recognition technology to generate the captions. Often the device has amplification as well.

**CDR** – Call Detail Record, i.e., the detailed records provided by Vendor relating to each and every call made through vendor's relay services platform.

**COMMUNICATIONS ASSISTANT (CA)** – A person who transliterates, translates, or interprets conversation between two or more end users of WATRS.

**COMPLETED OUTBOUND CALL** – An outbound call answered by the called party. This includes calls answered by any person at the called party's number, as well as calls answered by an answering machine, voice mail or answered when forwarded to another location, such as another number.

**CONVERSATION MINUTES OR TIME** – The time during which the called party and the calling party are able to communicate. Similar to call duration. It does not include the time involved in the call set-up or wrap-up.



**CUSTOMER PROFILE DATABASE**– A database that allows callers to enter specific information into a personal call handling profile in order to inform CAs of their calling preferences so as to expedite their call setup and handling by the CA. Such information often includes the caller's name and address, long distance carrier preference, frequently dialed numbers, out-dial message for identification purposes, call block, out-dial restrictions, emergency numbers and other customer notes.

**DEPARTMENT** – Department of Social and Health Services, State of Washington or its designee agency for purposes of this RFQQ.

**DISCONNECTED CALL** – An outbound call in which the calling party or the CA terminates the call before the called party answered.

**EMERGENCY SITUATION** – When an event occurs beyond the control of the TRS provider, such as a flood, major snowstorm, terrorist attack, or other major catastrophe, such as extended power outage, etc., so that a Relay Center becomes totally inoperable or inaccessible to employees

**FCC** – Federal Communications Commission.

**FCC RULES** – The rules governing the creation, technical standards, and certification of TRS issued as part of the ADA, Title IV.

**FUNCTIONALLY EQUIVALENT TRS or FUNCTIONAL EQUIVALENCY** – Performance in a TRS call of substantially the same function to achieve the same result as that in a voice-to-voice telephone call by individuals who do not need TRS for effective communications. For example, functionally equivalent communications in a TRS environment must ensure efficient telephone calls that include equal cost to consumers, call blockages no different than experienced by voice-to-voice users, allowing choice of carriers for all types of long-distance and toll calls, real-time communications in transmission and reception of text and speech, using advanced and efficient technologies as they become technically feasible.

**GENERAL ASSISTANCE CALLS** – The category of incoming calls not associated with an outgoing call attempt. Even though an incoming call may reach the relay service, no associated outbound call attempt can be made for reasons such as but not limited to:

- A). The CA or the calling party cannot hear or read the other party due to technical problems;
- B). The calling party may only be seeking information from the CA about relay or some other topic;
- C). The calling party misdialled and did not intend to call OTRS at all; or
- D). The calling party may have forgotten the number of the party he or she wishes to reach, etc.

**GOS (GRADE OF SERVICE)** – a term used in relation to the probability that a call attempt will encounter a busy signal upon being connected to the network. A P.01 GOS means that the user has a one percent chance of reaching a network “busy” signal.

**HEARING CARRY OVER (HCO)** – A TRS feature that allows a speech disabled customer to listen directly to a standard phone user via the relay and in reply, the CA speaks the text as typed by the person with the speech disability. The CA does not type any of the conversation.

**HCO to HCO** – The capability to allow a HCO user to communicate with another HCO user via the Relay. The operator will voice the typed words for each HCO user.

**HCO to TTY** – The capability to allow an HCO and TTY user to communicate via the Relay. The operator will voice the TTY user's conversation to the HCO user. The TTY user will see the HCO user's type conversation.

**INBOUND (OR INCOMING) CALL** – Refers to the portion of the communications connection from the calling party reaching the relay service center. An incoming call can be a general assistance call, or it can be an incoming call associated with an outbound call, or it can be a call that is abandoned before being answered by the CA. An incoming TTY call is a call originated by a TTY user. An incoming telephone call is a call originated by a telephone user.

**INCOMPLETED OUTBOUND CALL** – An outgoing call which is not answered by the called party. This includes calls which ring with no answer and calls which receive a busy line or trunk busy response.

**INTERNET PROTOCOL-BASED RELAY or IP-RELAY** – A text to voice-voice to text transmission process similar to traditional TTY-voice relay, however one party uses a computer instead of a TTY to type text messages to a CA. For example, in an inbound call originated by a computer user, text is typed on a computer to contact a CA via the Internet who then places an outbound landline voice call to the called party.

**INTERPRET** – An activity whereby the CA changes the text of a TTY user or the speech of a voice user in a linguistic manner readily understood by the appropriate party without reciting or typing word for word

**KBPS** – Kilobytes per second

**LATA** – Local Access Transport Area.

**OUTBOUND (OR OUTGOING) CALL** – An outbound call is the portion of the communications connection from the relay service center to the called party. Any time an attempt is made to call a party from the relay service, whether the party receives the call (complete) or not (incomplete), it is called an "outbound call." An outbound TTY call is a call to a TTY user. An outbound voice call is a call to a telephone user.

**NON-ENGLISH RELAY SERVICE** – A telecommunications relay service that allows persons with hearing or speech disabilities to communicate with voice telephone users in a shared language other than English, through a CA who is fluent in that language.

**NPA** –Number Plan Area, i.e., Area Code.

**NXX** – Prefix-line number.

**OVERFLOW** – A call or calls encountering all trunks busy.

**P.O1** – A GOS measure related to a Poisson distribution that represents the chance of one call being unable to reach the network, out of 100 incoming calls.

**PSAP (PUBLIC SAFETY ANSWERING POINT)** – A facility that has been designated to receive 911 calls and route them to emergency services personnel as provided in 47 C.F. R. Section 64.3000 (c).

**QUALIFIED INTERPRETER** – An interpreter who is able to interpret using American Sign Language and manual and/or spoken English effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.

**SESSION MINUTES OR TIME** – The time during which the CA is connected to either the originating or called party. This includes call setup, call duration, and call wrap up time.

**SHIP TO SHORE**– a TRS feature that enables a TRS user situated on an appropriately equipped ship to place a TRS call to an on-shore party.

**SPANISH to ENGLISH** – a TRS feature that allows Spanish speaking TTY/VCO/HCO/ASCII users to be able to converse through the relay with Spanish speaking voice users and vice versa. (Discuss: FCC will not reimburse with NECA funds for non-shared language calls, so this would be an added cost as it then becomes a “translation” service not related to one’s disability).

**SPANISH to SPANISH** – a TRS feature that allows Spanish speaking TTY/VCO/HCO/ASCII users to be able to converse through the relay with Spanish speaking voice users and vice versa.

**SPEECH TO SPEECH (STS)** – a TRS feature that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained CAs who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

**SPEED DIALING** – A TRS feature that allows a TRS user to place a call using a stored number maintained by the TRS facility. In the context of TRS, speed dialing allows a TRS user to give the CA a "short-hand" name or number for the user's most frequently called telephone number in a manner as may be implemented by the Vendor.

**SPEED OF ANSWER TIME** – Utilized as a measure of functional equivalency of TRS to the voice telephone network. This marks the time from when an inbound call made from the local exchange carrier (LEC) through the public switched telephone network is accepted by the TRS facility’s network until the time such call is answered by the CA, capable of being immediately placed and not being put in queue or on hold or issued a recorded message other than a WATRS CA greeting. Speed of Answer Time calculations shall include abandoned and dropped calls.

**SS7 (SIGNALING SYSTEM SEVEN)** – A signaling system for telecommunications capable of utilizing both high-speed digital networks and low-speed analog facilities.

**TELECOMMUNICATION SERVICES** – Two-way switched access and transport of communications via the public switched telephone network

**THREE-WAY CALLING FEATURE** – A TRS feature that allows more than two parties to be on the telephone line at the same time with the CA.

**TRANSLITERATE** – To type, sign, or voice the speech or text exactly as it is presented to the Communications Assistant.

**TRS (TELECOMMUNICATIONS RELAY SERVICE)** – Telephone transmission services that provide the ability for an individual who has a hearing loss or speech disability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing loss or speech disability to communicate using voice communication services by wire or radio. Such term includes services that enable two-

way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device. It also includes speech-to-speech services, video relay services and non-English relay services.

**TTY (teletypewriter or text telephone)** – A specialized telecommunications device connected to a standard telephone line, operated by means of a keyboard, and used to transmit or receive signals through telephone lines. The term includes mechanisms equipped with peripheral or integrated devices to compensate for vision loss, such as a large visual display or Braille printer, and also includes computers, whether voice or non-voice capable, as well as devices designed to comport with Internet-based telecommunications protocols.

**USER** – Refers to either the calling or called party in a relay call.

**VERBATIM ASL (or NON-ASL) CALLS** – A type of call relay process that consists of the provision of a text, signed, or voice message between parties in a manner that does not require the CA to interpret from one linguistic mode to another different linguistic mode. Essentially, it is a “word for word” rendition of a user’s message via the relay service to another user.

**VRS (VIDEO RELAY SERVICE)** – A relay service feature that allows people with hearing or speech disabilities who use sign language to communicate with voice telephone users through video equipment. The video link allows the CA to view and interpret the party’s signed conversation and relay the conversation back and forth with a voice caller.

**VOICE CARRY OVER (VCO)** – The capability to allow a customer who is unable to hear on the phone, but has voice capability to speak directly to a standard phone user via the relay. The operator will type the standard phone user's conversation to the TTY user.

**VCO to HCO** – The capability to allow a VCO user to talk to an HCO user via the Relay. The HCO user shall hear the VCO user's voice that the VCO user will see the HCO user's typed conversation.

**VCO to TTY** – The capability to allow a VCO user and a TTY user to communicate via the relay. The operator will type the VCO user's words to the TTY user and the TTY user will type to the VCO user.

**VCO to VCO** – The capability to allow a VCO user to communicate with another VCO user via the Relay. The operator will type the spoken words of each VCO user.

**WATRS** – Washington Telecommunications Relay Service.

**WPM** – Words per Minute.

**WUTC** – Washington Utilities and Transportation Commission.

**1.50 ATTACHMENT C - CERTIFICATIONS AND ASSURANCES**

**STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
CENTRAL CONTRACT SERVICES**

**BIDDER INFORMATION, CERTIFICATIONS AND ASSURANCES**  
**Request for Qualification/Quotation (RFQQ) # \_\_\_\_\_**

Completion of this Bidder Information form is a mandatory requirement for contracting with the Washington Department of Social and Health Services (DSHS). The certifications and assurances contained herein are a required element of the Proposal. **Failure to submit this Bidder Information form or any applicable attachments with your proposal may result in your proposal being rejected as non-responsive.**

**Please Type or Print Legibly:**

Bidder Name: \_\_\_\_\_

Bidder Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Contact Person for the Bidder's proposal: \_\_\_\_\_

**Section A: All Bidders**

1. Complete the applicable box:

a. The Bidder is an individual and is a:

☐ Sole Proprietor

**You must complete Sections A, B and F.**

b. The Bidder is a partnership and is a:

☐ General Partnership

☐ Limited Partnership

☐ Limited Liability Partnership

**You must complete Sections A, C and F.**

c. The Bidder is a corporation and is a:

☐ For Profit Corporation

☐ Non Profit Corporation

☐ Limited Liability Corporation

**You must complete Sections A, D and F.**

d. ☐ The Bidder is a public agency, governmental entity, or federally recognized tribe

**You must complete Sections A, E and F.**

2. The Bidder's Federal Identification number is: \_\_\_\_\_

3. The Bidder's Washington Uniform Business Identifier (UBI) Number is: \_\_\_\_\_  
To obtain a Washington UBI Number call 360-664-1400.

4. Information concerning the proposed Contract Manager for the Bidder:

Name: \_\_\_\_\_

Work Address: \_\_\_\_\_

Work Telephone: \_\_\_\_\_

Work Fax: \_\_\_\_\_

5. Has the Bidder had a contract or work order terminated for default during the last five years?  
☐ Yes ☐ No

If yes, attach a signed statement describing the contract, the circumstances surrounding the termination, and the name, address and telephone number of the other party to the contract. DSHS will evaluate the facts and may, at its sole discretion, reject the Bidder's proposal on the ground of its past performance. For the purpose of this question, "termination for default" means notice was given to the Bidder to stop contract work due to nonperformance or poor performance, and the performance issue was either (a) not contested by the Bidder or (b) litigated, finding the Bidder in default.

6. The Bidder declares that all answers and statements made in the Proposal are true and correct.
7. The Bidder certifies that the prices and/or cost data contained in the Bidder's proposal 1) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and 2) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that the Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
8. The Bidder's proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
9. In preparing this Proposal, the Bidder and/or the Bidder's employees have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who was assisting in other than his or her official, public capacity.  
If there are any exceptions to these assurances or Bidder has been assisted, identify on a separate page attached to this document each such individual by (a) name, (b) current address and telephone number, (c) current or former position with DSHS, and (d) dates of employment with DSHS; and describe in detail the assistance rendered by that individual.
10. The Bidder acknowledges that DSHS will not reimburse the Bidder for any costs incurred in the preparation of this Proposal. All Proposals become the property of DSHS, and the Bidder claims no proprietary right to the ideas, writings, items or samples.
11. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will incorporate a Statement of Work and General Terms and Conditions substantially similar to the sample contract attached to the procurement document. I certify, on behalf of the Bidder, that the Bidder will comply with these or substantially similar Special Terms and Conditions and General Terms and Conditions if selected as an Apparently Successful Bidder.



12. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will also incorporate Special Terms and Conditions applicable to this procurement as prepared by DSHS. The Bidder acknowledges that it will negotiate in good faith any changes or modifications to any portion of the proposed contract.
13. The Bidder understands that, if selected to contract with DSHS, the Bidder will be required to comply with all applicable state and federal civil rights and other laws. Failure to so comply may result in contract termination. If requested by DSHS, the Bidder agrees to submit additional information about the nondiscrimination policies of the Bidder's organization in advance of or after the contract award.
14. The Bidder agrees that in the event it is not selected to contract with DSHS and it wishes to protest that decision, it will post a bond or cashier's check in the amount of \$1,000,000 (One million dollars U.S.) to cover the costs and damages associated with the protest. The Bidder understands that "protest" includes both the administrative review process and any further legal action; "costs" includes the cost of processing the protest and defending the Agency decision; and "damages" means the extra costs incurred by the Agency as a result of delay of final determination of the successful vendor due to the protest. The Bidder further understands that if the protest is unsuccessful and the costs and damages associated with the protest exceed amount of the bond, the Bidder will remain liable for the excess amount. However, if costs and damages are less than the amount of the bond, the remaining funds will be returned to the Bidder. If the protest is successful, the entire amount of the bond will be returned to the Bidder.
15. The Bidder' certifies that is has a current Washington Business License, and agrees to promptly provide a copy of the license in the event the Bidder is selected as the Apparently Successful Bidder.
16. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

## Section B: Sole Proprietors Only

1. I am authorized to sign any contract that may result from this procurement.
2. Is the Bidder or any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?  
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

## Section C: Partnerships Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of \_\_\_\_\_.
2. Attach the following to this Bidder Information form:

Name and address of each of the Bidder's General Partners;

Name and address of each of the Bidder's Limited Partners; and/or

Name and address of each of the Bidder's Limited Liability Partners.

3. Is any General, Limited, or Limited Liability Partner a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

\_\_\_\_\_

\_\_\_\_\_

## Section D: Corporations Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of \_\_\_\_\_.

2. Attach the following to this Bidder Information form: Name and address of each of the Bidder's Officers and Directors.

3. Is any Officer or Director of the Bidder a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

\_\_\_\_\_

\_\_\_\_\_

## Section E: Public Agencies Only

1. The Bidder is a "public agency" as defined in Section 39.34.020 RCW and is a:

<input type="checkbox"/> State Agency	<input type="checkbox"/> Institution of Higher Learning
<input type="checkbox"/> County	<input type="checkbox"/> Quasi-Governmental
<input type="checkbox"/> City	<input type="checkbox"/> Federally Recognized Tribe
<input type="checkbox"/> Public School	<input type="checkbox"/> Other: _____

2. Is any Manager or Employee of the Bidder Public Agency a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

3. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

\_\_\_\_\_

\_\_\_\_\_

## Section F: All Bidders

- By signing below, the Bidder authorizes DSHS to conduct a financial assessment and/or background check of the Bidder if DSHS considers such action necessary or advisable before contracting with the Bidder.
- Under the penalties of perjury of the State of Washington, the undersigned affirms the truthfulness of the statements made herein. The undersigned certifies that the Contractor is now, and shall remain, in compliance with the certifications and assurances contained herein, and agrees that such compliance is a condition precedent to the award and continuation of any related contract(s). The undersigned acknowledges the Bidder's obligation to notify DSHS of any changes in the statements, certifications and assurances made herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_

Title

**1.51 ATTACHMENT D - PROCEDURE FOR ASA PENALTY ASSESSMENT****ASA Penalty Assessment**

- Refer to State Call Summary (see Example Data on the following page)
- Review the ASA from the Total Day column.
- Note the days in which the ASA is over 3.3. Those days are considered days of non-compliance. The State Call Summary indicates that days 16, 22, 28, 29, and 30 are non-complaint days with corresponding ASAs of 4.2, 4.1, 4.1, 6.1, and 4.3, respectively.

The formula to determine the penalty is as follows:

1. The monthly penalty base will be 1% of the total compensation due as shown on the invoice.

*Example: If total compensation due is 1 million dollars, then 1% X \$1M equals the monthly base penalty of \$10,000.*

2. Divide 3.3 (required ASA) by the ASA of the non-complaint day. Subtract this number from 1 to get the non-compliance percentage.

*Example: Day 16 is the first non-complaint day and has an ASA of 4.2. The calculation is as follows:*

$$3.3/4.2 = .7857$$

$$1 - .7857 = .2143.$$

*21.43% represents the ASA non-compliance percentage for that day.*

3. Multiply the monthly base penalty of \$10,000 by the over compliance percentage.

*Example:  $.2143 \times \$10,000 = \$2,143$ .*

*\$2,143 is the penalty assessment for that non-complaint day.*

4. Continue with of the remaining days in which the ASA higher than 3.3.

$$\text{Day 22: } 3.3/4.1 = .8048 \quad 1 - .8048 = .1952 \quad .1952 \times 10,000 = \$1,952$$

$$\text{Day 28: } 3.3/4.1 = .8048 \quad 1 - .8048 = .1952 \quad .1952 \times 10,000 = \$1,952$$

$$\text{Day 29: } 3.3/6.1 = .5409 \quad 1 - .5409 = .4591 \quad .4591 \times 10,000 = \$4,591$$

$$\text{Day 30: } 3.3/4.3 = .7674 \quad 1 - .7674 = .2326 \quad .2326 \times 10,000 = \$2,326$$

The total ASA penalty will be \$12,964 for that month. The penalty amount will be deducted from the invoice presented by Vendor for the total compensation due that month and the invoice amount so remaining shall be due and payable by the AGENCY pursuant to the terms of the contract.

# Example Data

State Call Summary											
		12M - 6 A		6A - 12N		12N - 6 P		6P - 12 M		Total Day	
Date		NCH	ASA	NCH	ASA	NCH	ASA	NCH	ASA	NCH	ASA
1 Mon		241	1.1	1600	0.9	5567	0.8	2,699	4.6	10107	<b>2.3</b>
2 Tue		189	7.3	4107	4.8	5345	2.5	2766	1.4	12407	<b>3.0</b>
3 Wed		273	1.1	3566	1.7	5123	4.6	4107	1.5	13069	<b>2.9</b>
4 Thr		149	1.7	4561	2.9	5432	1.7	3092	0.8	13234	<b>1.8</b>
5 Fri		199	1.3	3221	0.8	5008	2.0	4561	1.2	12989	<b>1.4</b>
6 Sat		257	0.7	1567	1.6	2879	1.9	2143	1.3	6846	<b>1.6</b>
7 Sun		223	2.7	1445	1.0	2345	1.0	2534	4.4	6547	<b>2.2</b>
8 Mon		181	1.7	3892	1.0	5612	0.8	3546	2.8	13231	<b>1.6</b>
9 Tue		162	4.2	3590	2.8	5932	1.8	3892	1.3	13576	<b>2.0</b>
10 Wed		187	3.3	3256	1.4	5432	1.1	3122	1.2	11997	<b>1.2</b>
11 Thr		158	1.1	3555	1.0	5298	1.8	3256	1.0	12267	<b>1.3</b>
12 Fri		141	1.8	2309	0.9	5035	1.6	3555	1.1	11040	<b>1.3</b>
13 Sat		156	3.3	1845	0.8	2602	2.8	2654	1.0	7257	<b>1.7</b>
14 Sun		307	1.8	1322	1.0	2461	1.6	2433	4.5	6523	<b>2.5</b>
15 Mon		264	2.7	3901	1.0	5899	1.6	3511	3.4	12575	<b>2.2</b>
16 Tues		190	4.3	3256	4.4	5753	6.0	3901	1.3	13100	<b>4.2</b>
17 Wed		167	1.3	3553	1.0	5234	1.0	3975	1.7	12929	<b>1.2</b>
18 Thr		155	1.4	2920	0.9	4897	1.6	3553	1.6	11525	<b>1.4</b>
19 Fri		199	6.3	2998	1.5	4325	1.8	2920	1.2	10442	<b>1.6</b>
20 Sat		141	0.8	1910	1.5	2785	2.5	2335	1.1	7171	<b>1.8</b>
21 Sun		143	0.9	1201	1.3	2945	1.3	2132	4.0	6421	<b>2.2</b>
22 Mon		133	4.9	3798	0.8	5987	1.3	3700	8.5	13618	<b>4.1</b>



23 Tues		226	0.8	3425	4.4	5689	2.2	3222	1.0	12562	<b>2.5</b>
24 Wed		220	0.8	3109	2.6	5321	2.0	3441	1.0	12091	<b>1.9</b>
25 Thr		133	1.7	3287	3.0	4921	4.1	3109	1.0	11450	<b>2.9</b>
26 Fri		144	1.3	3456	2.5	4879	2.7	3287	1.5	11766	<b>2.3</b>
27 Sat		145	2.7	1541	1.4	2346	6.1	2341	1.1	6373	<b>3.3</b>
28 Sun		165	1.9	1398	6.0	2198	1.3	2233	1.6	5994	<b>4.1</b>
29 Mon		198	0.8	3084	0.8	5621	0.9	3456	9.7	12359	<b>6.1</b>
30 Tue		154	11.3	3920	4.1	5432	10.2	3084	1.8	12590	<b>4.3</b>

**1.52 ATTACHMENT E - WASHINGTON STATE TRS CONVERSATION MINUTES**

This information is provided to Bidders for purposes of identifying conversation minutes volume for Basic Services Pricing. It includes data for traditional TRS and speech to speech intrastate, interstate, international, toll-free, directory assistance, 900 services, and test call minutes.

<b>Date</b>	<b>Total Conversation Minutes</b>
July 2003	292,818
August 2003	286,747
September 2003	281,783
October 2003	287,371
November 2003	266,257
December 2003	280,710
January 2004	301,543
February 2004	253,578
March 2004	269,466
April 2004	254,506
May 2004	247,292
June 2004	250,963
<b>Totals</b>	<b>3,273,034</b>

### **1.53 ATTACHMENT F - SAMPLE CONTRACT**